

MORTGAGE RECORD NO. 456

Overbay Bros. Binders

234766 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Roy Yerion and Ollie Yerion, husband and wife,
 of Tulsa County, Oklahoma, part 108 of the first part, have
 mortgaged and hereby mortgage to D. S. Brinkley
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Eleven (11) in Block Fourteen (14) original Townsite
 now the city of Sand Springs, according to the recorded
 plat thereof.

TREASURER'S RECEIPT

I hereby certify that I received \$ 544 and issued
 Receipt No. 10400 in payment of mortgage
 tax on the within mortgage.

Dated this 2 day of July 1923
W. W. Stuckey, County Treasurer
W. S. B.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Nine Hundred DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date
 according to the terms of 45 certain promissory note S described as follows, to-wit:

Forty Five (45) promissory notes of Twenty Dollars (\$20.00) each
 payable one note each thirty days from April 5, 1923, until the
 sum of Nine Hundred Dollars (\$900.00) shall have been paid with
 interest at the rate of 8% per annum, payable with each note.

It is further agreed by and between the parties hereto that this
 mortgage is given as a second mortgage in lieu of a first mortgage
 of the sum of (\$2500.00) in the favor of the Home Building and Loan
 Association, Tulsa, Okla.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 108 hereby
 covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair
 and not to commit or allow waste to be committed upon the premises. and to insure, and keep insured in favor of
 second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 108 of the first part hereby agree, that in the event action is brought to foreclose this mortgage, Ten will pay a
 reasonable attorney's fee of Ten DOLLARS
 which this mortgage also secures.

Part 108 of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 5 day of April, 19 23

Roy Yerion SEAL

Ollie Yerion SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May, 19 23, a Notary Public in and for said County and State on this 2
 day of May, 19 23, personally appeared

Roy Yerion
 and Ollie Yerion
 to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executed
 the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.
 My commission expires Feb. 8, 1927. (Seal) Estelle M. Montgomery Notary Public

I hereby certify that this instrument was filed for record in my office on 2 day of July A. D., 19 23
 at 3:00 o'clock P. M. Book 439, Page 230
 By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk