

COMPARED

MORTGAGE RECORD NO. 456

Overbay Bros. Binders

#236979 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. H. Yager, (a single man)
 of Tulsa, Tulsa County, Oklahoma, part Y of the first part, ha. A
 mortgaged and hereby mortgaged to Anna C. Wright
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Four (4) in Block Two (2), Park
 View Place, Tulsa County, Oklahoma, according
 to the recorded plat thereof.

This mortgage is given subject to a first
 Mortgage of Six Hundred and Fifty Dollars.

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 and Thirty Two and No/100 - - - - -
 DOLLARS,
 according to the terms of 62 certain promissory note A described as follows, to-wit:

Sixty one notes for Fifteen Dollars each and one note for
 Seventeen Dollars, dated June 26th, 1923, signed by G. H. Yager,
 to Anna C. Wright; First note due and payable July 26th, 1923,
 and one due payable on the 26th day of each month thereafter until
 the full amount is paid.

TREASURER'S EMPLOYMENT

I hereby certify that I received 5.11.92 and issued
 Receipt No. 10214 thereon payment of mortgage
 tax on the within mortgage.

Dated this 1 day of 8 1923
W. W. Stucky, County Treasurer
P. B. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 Y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part Y of the first part hereby agree A, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of \$25.00 and 10 per cent of the full amount unpaid RECORDS
 which this mortgage also secures.

Part Y of the first part, for said consideration, do 22 hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 26th day of June, 1923

G. H. Yager SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June, 1923, a Notary Public in and for said County and State, on this 26th
 day of June, 1923, personally appeared G. H. Yager, (a single man)

XXXX
 to me known to be the identical person he who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 Oct. 15, 1924 (SEAL) C. P. Monroy Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of July, A. D., 1923
 at 1:30 o'clock P. M. Book 439, Page 386
 By Brady Brown Deputy, O. G. Weaver, County Clerk
 (SEAL)