

Overhay Bros., Binders

237470 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Chas. P. Yadon and Eva L. Yadon
 a _____ of Tulsa County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to Charles A. Silver
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Three Hundred Ninety -Nine (399) of the Re-Subdivision
 of lots 11, 12, 13, 14, and 15, Block Two (2) Rodgers Heights
 Subdivision Tulsa County Oklahoma according to the recorded
 plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$800.00 and issued
 Receipt No. 11006 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 8 day of Aug, 1923

W W Stucky County Treasurer

P.S.B.

Deputy

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 _____
Eight Hundred and 00/100 DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from date
 according to the terms of One certain promissory note _____ described as follows, to-wit:

One note of even date herewith for \$800.00 due on or before
 February 26th, 1925 and bearing interest at the rate of
 10% per annum payable semi-annually from date until paid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 ies of the first part hereby agree _____, that in the event action is brought to foreclose this mortgage, _____ will pay a
 reasonable attorney's fee of Ten dollars and ten percent DOLLARS
 which this mortgage also secures.

Part ies 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 16th day of July, 1923

Chas. P. Yadon

SEAL

Eva L. Yadon

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 16th
 day of July, 1923, personally appeared _____

Chas. P. Yadon and Eva L. Yadon, his wife

and _____
 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 Mar. 24, 1925, (Seal) Kathryn Sontag, Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of August, A. D., 1923
 at 11:15 o'clock A. M. Book 439, Page 416

By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk