

COMPARED

Overhay Bros., Binders

238758 C.H.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Chas. P. Yadon and Eva L. Yadon, his wife  
 of Tulsa County, Oklahoma, part ies of the first part, have  
 mortgaged and hereby mortgage to Sarah L. Silver  
 of Tulsa County, Oklahoma, to-wit: part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot One hundred eighteen (118) of the Re-Subdivision  
 of Lots two to ten inclusive, Block Two (2), Rodgers  
 Heights Subdivision Tulsa County Oklahoma according  
 to the recorded plat thereof.

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 Six hundred & 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 \$600.00 due on or before  
 February 28th, 1925 and bearing interest at the rate of  
 10% per annum payable semi-annually from August 26th, 1923  
 until paid.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 12 and found  
 Receipt No. 11266 thereon in payment of mortgage  
 tax on the within mortgage.

Dated this 27 day of Aug 1923

W. W. Stuckey, County Treasurer

Deputy

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 party 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, ies will pay a  
 reasonable attorney's fee of Ten Dollars and Ten per cent of unpaid balance DOLLARS  
 which this mortgage also secures.

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

Dated this 18th day of August, 1923

Chas. P. Yadon SEAL

Eva L. Yadon SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ies, a Notary Public in and for said County and State on this 18th  
 day of August, 1923 personally appeared

Chas. P. Yadon and Eva L. Yadon, his wife  
 and ies  
 to me known to be the identical person ies 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. Kathryn Sontag, Notary Public  
 My commission expires Mar. 24, 1925 (Seal)

I hereby certify that this instrument was filed for record in my office on 25 day of August A. D., 1923  
 at 11:35 o'clock A. M. Book 430, Page 507  
 By Brady Brown, Deputy. (Seal) O. G. Weaver County Clerk