

#241370 NS

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, ha ve
 mortgaged and hereby mortgage to G.S. Davis,
 of Tulsa County, State of Oklahoma, part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots one (1) to eleven (11) inclusive, Lot Thirteen (13)
 and Lots Sixteen (16) to Twenty-four (24) inclusive,
 Block One (1), Lot Two (2), Lots Four (4) to Ten (10)
 inclusive, Lot Eighteen (18); Lots Twenty (20), to Twenty-
 two (22) inclusive, and Lot twenty-four (24), Block Two (2),
 Lots One (1) to Five (5) inclusive, Block Three (3), and Lots
 One (1) to eight (8) inclusive, Lot ten (10) Lots twelve (12)
 to Sixteen (16) inclusive, Lots Eighteen (18) to Twenty-four
 (24) inclusive in Block Four (4); All in University Heights
 Addition to the City of Tulsa, Tulsa County, Oklahoma, accord-
 ing 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 Sixty Seven Hundred Fifty and 00/100 - - - - -
 DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable - - - - - annually from date

according to the terms of one certain promissory note described as follows, to-wit:

One note of even date herewith for \$6750.00, Six Thousand seven hundred fifty and 00/100 Dollars due on or before one year after date and bearing interest at the rate of 8% per annum payable annually from date until paid; Said note to contain the following clause to-wit; The privilege of paying \$250.00 or any mutiple of said sum at any time is hereby reserved and granted. Second party agrees for himself, his heirs, or assigns, that one lot, to be selected by first party, shall be released from this operation of said mortgage for each and every \$250.00, Two Hundred Fifty Dollars, paid by first party.

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 on 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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part V shall be entitled to the immediate possession of the premises and all 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 - - - - - 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 1st day of October, 1923

Chas. P. Yadon

SEAL

Eva L. Yadon,

SEAL

STATE OF OKLAHOMA, County of Tulsa,

Before me, 1st day of October, 1923, personally appeared Chas. P. Yadon and Eva L. Yadon, his wife,

and they to me known to be the identical person s who executed the within and foregoing instrument and acknowledged to me 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 3 day of Oct. A. D. 1923.

at 3 o'clock P. M. Brady Brown (SEAL) O. G. Weaver, County Clerk.