

this 18th day of December, 1923, personally appeared Emma Chamberlain, to me known to be the identical person who executed the above and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal this the day and year last above written.

My commission expires December 2, 1924

(SEAL)

Mary Berteau, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 18, 1923 at 11: 55 o'clock A.M.  
in Book 482, page 109

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

246994 C.J.

ALBRIGHT TITLE & INVESTMENT COMPANY

ABSTRACTS

NEWKIRK, OKLAHOMA.

COMPLETE COPY OF COUNTY RECORDS

REAL ESTATE MORTGAGE

This Mortgage, Made this 13 day of December A. D., 1923, between D. H. Yager, Minna M. Yager his wife, of Tulsa County and State of Oklahoma, parties of the first part and Grand Union Tea Company of Sedgwick County Kansas party of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of One Thousand Four Hundred Thirty Four and 51/100 Dollars to them duly paid, have mortgaged and hereby mortgage to the party of the second part, his heirs and assigns, all the following described real estate and premises situate in Tulsa County, and State of Oklahoma, to-wit:

Lot 10 Block 1 Cherokee Heights Addition, in the City of Tulsa Okla.

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

This mortgage is given to secure the payment of the principal sum of \$1434.31, with interest thereon according to the terms of one certain First Mortgage Note made and delivered by said parties of the first part, dated Feb. 1, 1924 and payable to the said party of the second part five years after date, with interest at the rate of 6 per centum, per annum payable semi-annually at Wichita, Kansas

Said parties of the first part agrees to pay all taxes and assessments levied on said premises, and the interest represented by the mortgage lien, and the debt secured thereby promptly when due, and pay all sums necessary to protect the title and possession of said premises and to keep the buildings on said premises insured against damage by fire in some company, acceptable to said second party, for not less than \$1000.00 with loss, if any, payable to the mortgagee, as his interest may appear, and on the failure of the parties of the first part to perform any of these agreements, the mortgagee, his heirs or assigns, may pay all such sums, and the amounts so paid shall be a lien on said premises, collectible in the same manner as the indebtedness hereby secured, with interest at ten per centum.

And in case of a foreclosure of this mortgage, an appraisalment of said property is hereby expressly waived, and if petition be filed for the foreclosure of this mortgage, a reasonable attorney's fee shall be due and payable and shall be a further charge and lien upon said premises.

If default be made in the payment of any part of the indebtedness hereby secured, either principal or interest, as stipulated in said notes, or any of them, or if any of the foregoing agreements are not performed, then all of the indebtedness hereby secured shall, without notice, at the option of the party of the second part, become due and payable, and shall obtain interest at ten per centum until fully paid, and said mortgage shall be foreclosed

TREASURER'S ENDORSEMENT

I hereby certify that the sum of \$1,434.31 and issued

Serial 12979

for the purpose of payment of mortgage

dated Dec. 18, 1923

W. W. Weaver, County Clerk

"GIVE US A TRIAL"

Deputy

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