

217563 C.M.J. COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Minnie Chilton and W. K. Chilton her husband

a of Tulsa, Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Nora P. Nichols

of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of lot 18x (6) in Block Three (3) of the
Amended plat of Vern Sub-Division to the city
of Tulsa, Oklahoma according to the recorded
plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 6.00 and issued
Receipt No. 6984 therefor in payment of mortgage
tax on the within mortgage.

Dated this 27 day of Dec. 1922

WAYNE L. DICKEY, County Treasurer

Depary

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

Three Hundred (\$300.00)

DOLLARS

with interest thereon at the rate of Eight per cent, per annum, payable monthly commencing from date

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

One note dated Oct. 24, 1922, payable at the rate of
\$15.00 monthly according to the terms of said note.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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.

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 parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of \$10.00 and 10% of principal sum DOLLARS, which this mortgage also secures.

Parties 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 24th day of October, 1922.

Minnie Chilton

SEAL.

W. K. Chilton

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 24th
day of October, 1922, personally appeared

Minnie Chilton

and W. K. Chilton her husband

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed
their the same as 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 January 31, 1923. (Seal) Max Halff, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Dec. 22
at 3:15 o'clock P.M. Book 402, Page 191

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.