

218471 C. J. COMPARED

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$127.79 and issued Receipt No. 7279 therefor in payment of mortgage tax on the within mortgage.

Dated this 8 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

W. J.  
Deputy

## Mortgage of Real Estate.

This indenture made this 4th day of January A.D. 1923, between S. D. PICKERING AND LOUIS D. LEWK of Tulsa County, in the State of Oklahoma, of the first part and E. W. CHAMBERS of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said parties of the first part in consideration of FOUR HUNDRED AND NO/100 Dollars (\$400.00) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot One (1) in Block Eight (8) of the Sub-division of Blocks 2, 3 & 7 in Terrace Drive Addition to the City of Tulsa, Oklahoma, according to the recorded Plat thereof.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas said first parties have this day executed and delivered three certain promissory notes in writing to said party of the second part described as follows:

One note for \$135.00, dated January 4, 1923, due six months from date bearing interest at 8 per cent.

One note for \$130.00 dated January 4, 1923, due twelve months from date, bearing interest at 8 per cent

One note for \$135.00, dated January 4, 1923, due eighteen months from date bearing interest at 8 per cent.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described notes mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said party of the second part shall be entitled to possession of said premises. And said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma-----

IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands the day and year first above written.

S. D. Pickering

Louis D. Lewk

STATE OF OKLAHOMA Tulsa County, ss.

Before me V. Dunaway a Notary Public in and for said County and State on this 4th day of January 1923, personally appeared S. D. Pickering and Louis D. Lewk to me known to be the identical persons 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.

My Commission expires June 19, 1926

(SEAL) V. Dunaway, Seal reads Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 8, 1923 at 1:30 o'clock P.M. in