

Dated May 1st, 1923 due in one year with interest at 8% per annum from date for \$2561.20, upon which \$25 is payable the first of each month, balance over interest to be applied on note, said note payable to The First National Bank of Sand Springs, Okla. COMPARED

In event of foreclosure, it is agreed that a reasonable attorney fee of not less than 10% of the amount due shall be paid by first party.

Now if said party of the first part shall pay or cause to be paid to said party of the second parties heirs or assigns, said sum of money in the above described note 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 party of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF the said party of the first part has hereunto set her hand the day and year first above written.

Louise Chapman

State of Oklahoma, Tulsa County, ss.

Before me Laura Stevens, Notary Public in and for said County and State, on this 1 day of May 1923, personally appeared Louise Chapman and -- to me known to be the identical person who executed the within 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.

My commission expires May 14th, 1924. (Seal) Laura Stevens.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 15, 1923, at 9:00 o'clock A.M. and recorded in Book 435, Page 377.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

230514 C.M.J.

REAL ESTATE MORTGAGE.

COMPARED

I hereby certify that I received \$110 and is-ued Receipt No. 9512 therefor in payment of mortgage tax on the within mortgage.

Dated this 26 day of May 1923

WAYNE L. DICKEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That John Carter and Lizzie Carter, husband and wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Rob't.

W. Gibbs party of the second part, the following described premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lot 14, in Block 6 of the South Side Addition to the city of Sand Springs, according to the recorded plat thereof.

This mortgage is a second mortgage, and is subject to one certain first mortgage in favor of Thomas Nelson in the sum of \$900.00.

Second party shall have the right to take up said first mortgage if he so desires. with all improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of One Thousand Ninety & No/100 Dollars, with interest thereon at the rate of -- per cent per annum, payable semi annually from date, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, given and signed by the makers hereof, and payable to the order of the mortgagee herein at Sand Springs, Oklahoma.