

COMPARED

MORTGAGE RECORD NO. 439

225647 C.M.I.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. L. Chancellor and Nellie E. Chancellor, his wife

a of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to B. B. Capps

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

Lot Six (6) in Block One (1), Maple Heights Addition
to the city of Tulsa, Tulsa County, Oklahoma, according
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

Fourteen Thousand Six Hundred Sixty Eight and No/100
eight

DOLLARS,

with interest thereon at the rate of per cent, per annum, payable at maturity

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

One note dated March 24th, 1923, due on or before one year after date
with interest at the rate of eight per cent per annum, payable at
maturity.

I hereby certify that the within instrument was issued
Receipt No. 8476 for the payment of mortgage
tax on the within instrument
Dated this 27th day of March 1923
WAYNE L. DICKEY, County Treasurer

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party 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 Ten Dollars and Ten per cent 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 March, 1923

O. L. Chancellor SEAL

Nellie E. Chancellor 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 March, 1923, personally appeared

O. L. Chancellor

and Nellie E. Chancellor, his wife

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.

Witness my signature and official seal the day and year last above written.

My commission expires March 23rd, 1925. (Seal) Harry E. Wheeler, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of March, A. D., 1923

at 10:00 o'clock A. M. Book 439, Page 150

By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk.