

229162 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Venetta Chatfield and husband, J. C. Chatfield

a of Tulsa County, Oklahoma, part<sup>ies</sup> of the first part, have  
 mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walker  
 of<sup>ies</sup> part<sup>ies</sup> of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Thirteen (13) and Fourteen (14) in Block Seven  
 (7) of Orchard Addition to the city of Tulsa, Oklahoma,  
 according to the recorded plat thereof.

If any condition is received, 20, and has  
 been paid 9228  
 on the within mortgage  
 Dated at 2 May 1923  
 WAYNE L. BAKER, County Treasurer  
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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

One Thousand Thirty and No/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable monthly <sup>annually</sup> from date

according to the terms of 14 certain promissory note<sup>s</sup> described as follows, to-wit:

Thirteen notes dated June 22, 1921 signed by J. D. Harris and Clara M. Harris, his wife, and Venetta Chatfield and her husband J. C. Chatfield, numbered 23 to 35, inc. the first note maturing May 22, 1923 and one note on the 22nd day of each and every month thereafter until all of said notes are paid; and one note for the sum of \$575.00 maturing June 22, 1924, numbered No. 36. All of said notes bear interest at the rate of 8% per annum computed and payable monthly on whole sum unpaid each month.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>ies</sup> Shereby 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 part<sup>ies</sup> shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part<sup>ies</sup> 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 \$50. and 10% of the amount recovered. DOLLARS, which this mortgage also secures.

Part<sup>ies</sup> 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 17th day of April, 1923

Venetta Chatfield

SEAL

J. C. Chatfield

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 19th day of April, 1923, personally appeared

Venetta Chatfield

and J. C. Chatfield, her husband

to me known to be the identical person 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 Dec. 30, 1925. (Seal) Virginia M. Hagan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1 day of May A. D., 1923

at 4:25 P. M. Book 439, Page 421

By Brady Brown, Deputy, O. G. Weaver, County Clerk.