

#231030 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W.B.Chaney and M.B. Chaney, his wife,  
 a Tulsa, County, Oklahoma, part 1ea of the first part, ha ve  
 mortgaged and hereby mortgage to L. E. Kimberlin  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of the North Thirty (30) Feet of Lot Twenty  
 (20) and the South Eight (8) feet of Lot Nineteen (19)  
 all in Block Two (2) of Weaver Addition to the City  
 of Tulsa, Oklahoma, according to the recorded plat  
 thereof.

Receipt No. 2596, this 22  
 day of May 1923  
 WATSON L. CHANEY, County Treasurer  
 A. J.

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 Eleven Hundred and no/100 -----

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable monthly ~~XXXXX~~ from date

according to the terms of 11 certain promissory note S described as follows, to-wit:

Eleven notes each for the sum of \$100.00 on principal,  
 date May 10, 1923, the first of such notes maturing  
 June 15, 1923, and one note matures on the 15th day of  
 each and every month thereafter until all of such notes  
 are paid.

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

Said part 1ea 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 One hundred ten dollars 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 10th day of May, 19 23

W. B. Chaney SEAL.

M.B.Chaney SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 10th  
 day of May, 19 23, personally appeared W.B.Chaney and M.B.Chaney, his wife,

and -----  
 to me known to be the identical person S 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 Aug. 21, 1924. (SEAL) C.E. Hart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of May, A. D., 19 23  
 at 11:30 o'clock A. M. Book 439, Page 578

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