

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

My commission expires May 14, 1925. (SEAL) Callie J. Pfusch - Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma Feb. 20, 1923 at 2:00 o'clock P. M.
and recorded in Book 444 Page 88.

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

222338-ACM

REAL ESTATE MORTGAGE

COMPARED

7858 102
Date Feb 21 1923
W. L. L. County Treasurer

THIS INDENTURE, Made this 17th day of Jan A. D. 1923 between Perry M Childers and Sallie Childers of the first part, and The West Tulsa State Bank, West Tulsa, of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Hundred fifty and no/100 DOLLARS the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, all of the following described REAL ESTATE situated in Tulsa County, and State of Oklahoma, to-wit: Lot Ten (10) in Block Five (5) in Clinton Addition to the City of Tulsa, Tulsa County, ^{State of} Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered one certain promissory note in writing to said party of the second part, for the sum of One Hundred fifty Dollars.

Said Note being described as follows, Note is dated at West Tulsa, Okla. On Jan 17th 1923 and matures on June 17th 1923, Said note is in the sum of \$150.00 and draws interest at 10 % per annum from Jan 17th 1923. Said note is payable at the West Tulsa State Bank West Tulsa, Okla. and to The West Tulsa State Bank, Note bears an attorneys fee clause in the sum of \$15.00 and the first parties agree to keep the buildings insured for \$150.00, and the mortgagor agree to pay \$15.00 attorney's fees on foreclosure.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part its 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 these presents 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 the same are by law made due and payable, then the whole of said sum or sums and interest thereon shall, and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises, and the said parties of the first part for said consideration do hereby specially waive an appraisalment of said real estate, and all the benefits 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 hand the day and year first above written.

Perry M. Childers

Sallie Childers