

234322 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. T. Chavers and Annie L. Chavers, his wife
 of Tulsa County, Oklahoma, part 188 of the first part, ha ve
 mortgaged and hereby mortgage to T. C. Rogers
 of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The West Thirty Three and One Third (33 1/3) feet of the
 North One Hundred (100) feet of Lot One (1) Block Seven
 (7) Highlands Addition to the city of Tulsa, County of
 Tulsa, State of 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 Twenty Five Hundred (\$2500.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date
 according to the terms of 36 certain promissory note 8 described as follows, to-wit:

Thirty Five Notes in the amount of \$20.00 each, due and payable each
 and every month from May 16, 1923, with interest thereon at the rate
 of 8 per centum per annum, payable monthly on the entire unpaid
 balance. One Note in the amount of \$1800.00 due and payable in Thirty
 Six months from date with interest as aforesaid.

I hereby certify that this instrument was filed for record in my office on June 15 and issued
 Receipt No. 10278 in payment of mortgage
 tax on this instrument.
 Dated 27 day of June 1923
W. E. L. Bailey, County Treasurer
A. J.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 upon 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, --- will pay a
 reasonable attorney's fee of \$200.00 DOLLARS
 which this mortgage also secures.

Part ies 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 16th day of May, 1923.

H. T. Chavers

SEAL

Minnie L. Chavers

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 16th
 day of May, 1923, personally appeared

H. T. Chavers
 and Annie L. Chavers, his wife

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 March 18, 1927. (Seal)

W. Warren Ferrell.

Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of June, A. D., 1923
 at 8:30 o'clock A. M. Book 489, Page 189
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk