

Overseer Bros. Builders

234407 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Maude B. Chaney and W. B. Chaney, her husband,
 of Tulsa County, Oklahoma, part 198 of the first part, ha. VE
 mortgaged and hereby mortgage to H. E. Hanna
 of Tulsa County, Oklahoma, part 7 of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Seventeen (17), in Block twenty five (25) in College
 Addition to the city of Tulsa according to the recorded
 plat thereof.

This mortgage is given subject to the mortgage of record
 in favor of The Home Building and Loan Association for
 \$4,200.00 dated May 15, 1923.

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 seventeen hundred eighty two dollar and twenty five
cents, payable in monthly installments of one hundred dollars, the first in- DOLLARS,
installment being due and payable July 1, 1923,
 with interest thereon at the rate of 8 per cent. per annum, payable Monthly annually from date
 according to the terms of one installment certain promissory note described as follows, to-wit:

bearing even date herewith and given as evidence of the within indebtedness.

TRUSTEES' ENDORSEMENT
 I hereby certify that I received \$28.00 and issued
 Receipt No. 10311 thereon in payment of mortgage
 tax on the within instrument.
 Dated this 28 day of June, 1923.
WAYNE L. LEBLEY, County Treasurer
W. B. Chaney

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.

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 ies 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, ies will pay a
 reasonable attorney's fee of one hundred 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 First day of June, 1923

Maude B. Chaney

SEAL

W. B. Chaney

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June 6th, 1923, a Notary Public in and for said County and State on this 6th
 day of June, 1923, personally appeared

Maude B. Chaney and W. B. Chaney, her husband

and ies
 to me known to be the identical person ies 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 June 6, 1927. (Seal)

R. L. Kifer,

Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of June, A. D., 1923
 at 4:30 o'clock P. M. Book 439, Page 199

By Brady Brown, Deputy. (Seal)

O. G. Weaver,

County Clerk