

236905 DLE
Overbox Bros. Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. R. Archer and E. R. Archer, his wife,
of Tulsa County, Oklahoma, part 199 of the first part, have
mortgaged and hereby mortgage to Waverly B. Chaney,
of Tulsa County, Oklahoma, to-wit: part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of Lot Five (5) in Block Eight
(8) in College View Addition to the City
of Tulsa, Tulsa County, Oklahoma,
according to the last recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 2.25 and issued
Receipt No. 12652 therefor in payment of mortgage
tax on the within mortgage.
Dated this 17 day of July, 1923
W. W. Stucky, County Treasurer
Deputy

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 (\$3560.00)
THIRTY FIVE HUNDRED SIXTY and No/100 (\$3560.00) DOLLARS,
with interest thereon at the rate of eight per cent, per annum, payable semi- annually from date
according to the terms of 40 certain promissory note 8 of even date her e
with signed by first parties, payable to the order of second party, bearing 8%
interest, all notes for the sum of \$90.00 each, except the last note which is fo r
the sum of \$50.00, one note payable every three months consecutively from the
date hereof, the first note due and payable July 15, 1923.

* to keep said premises free and clear of all foreclosure suits, and

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part hereby
covenant and agree to pay all taxes and assessments of said land and to keep all improvements in good repair
and not to commit or allow waste to be committed upon the premises. and to insure, keep insured, in favor of
second party building on said premises for \$4,000.00.

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 as provided in notes and \$350.00 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 15th day of June, 1923.

L. R. Archer

L. R. Archer

SEAL

E. R. Archer

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 15
day of June, 1923, personally appeared L. R. Archer and E. R. Archer, his wife,

and _____
to me known to be the identical persons 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 Jan. 8-1926 (SEAL)

M. E. Maxwell,

Notary Public

I hereby certify that this instrument was filed for record in my office on 17th day of July, A. D. 1923

at 9 o'clock A. M. Book 439, Page 305

By Brady Brown

Deputy.

(SEAL)

O. G. Weaver

County Clerk