

Overbay Bros. Binders

#236826 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. L. Chancellor and Nellie E. Chancellor, his wife,  
a the City of Tulsa, Tulsa County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to Nora I. Suppes  
of part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

The East One Half (E $\frac{1}{2}$ ) of the Northwest Quarter  
(NW $\frac{1}{4}$ ) and Lots One (1) and Two (2) in Section  
Seven (7), in Township Eighteen North (18) in  
Range Fourteen (14) East.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$10,000 and issued  
Receipt No. 1086 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 9<sup>th</sup> day of July, 1923  
W. W. Stucky, County Treasurer  
W. W. Stucky, 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 Ten Thousand and No/100  
DOLLARS,  
with interest thereon at the rate of seven per cent, per annum, payable annually from date  
according to the terms of one certain promissory note described as follows, to-wit:

One note for the sum of ten Thousand Dollars (\$10,000.00) of even  
date herewith, payable on or before Five (5) years from the date  
herewith, with interest thereon at the rate of seven (7) per cent  
per annum until paid. It being farther agreed to by both parties  
hereto that this mortgage shall not be paid within one year from  
the date hereof without parties of the first part paying to party  
of the second part one full years interest on the full amount of  
this mortgage, and it is farther agreed to by both parties hereto  
that parties of the first part shall give party of the second part,  
sixty days written notice in event they want to pay off this mortgage  
before due date.

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 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 party shall be entitled to the immediate pos-  
session of the premises and all the rents and profits thereof.

Said parties 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 ten per cent and Twenty Five & no/100 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 28th day of July, 1923.

O. L. Chancellor SEAL  
Nellie E. Chancellor. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:  
Before me, July 23, 1923, a Notary Public in and for said County and State on this 28th  
day of July, 1923, personally appeared O. L. Chancellor and Nellie E.  
Chancellor, his wife,

and  
to me known to be the identical person, 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 23rd, 1925. (SEAL) Harry E. Wheeler, Notary Public

I hereby certify that this instrument was filed for record in my office on 28 day of July, A. D., 1923.  
at 11:10 o'clock A. M. Book 430, Page 391  
By Brady Brown Deputy. O. G. Weaver, County Clerk  
(SEAL)