

#239272 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jessie McLellan
 a Tulsa, Oklahoma County, Oklahoma, part Y of the first part, ha S
 mortgaged and hereby mortgage to Laura B. Chamberlain,
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Six (6) Block Thirty Seven (37) Original
 Townsite of Sand Springs, Oklahoma.

TRUSTEE'S ENDORSEMENT
 I hereby certify that the above is a true and correct copy of the original
 recorded in Book 1376 Page 4 of the public records of Tulsa County,
 Oklahoma, this 4 day of Sept. 1923.
B. Quinn
 Trustee

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 Two Thousand DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from September 1, 1923,
 according to the terms of one certain promissory note described as follows, to-wit:

of even date, due five years after date (Sept. 1 1928)
 bearing interest at the rate of eight per cent per annum
 payable semi-annually and with the privilege of maker to
 pay any part or all of the principal of said note at any
 interest paying period after September 1, 1926.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby
 covenant S and agree S 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 Y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part Y of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, she will pay a
 reasonable attorney's fee of Two Hundred Fifty DOLLARS
 which this mortgage also secures.

Part Y of the first part, for said consideration, do SA hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 1st day of September, 1923.

Jessie McLellan SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Jessie McLellan, a Notary Public in and for said County and State on this 1st
 day of September, 1923, personally appeared Jessie McLellan

and her
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed
 the same as her free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires May 21, 1927 (SEAL) Dorothy Elgar Notary Public

I hereby certify that this instrument was filed for record in my office on 1 day of Sept. A. D., 1923

at 11:35 o'clock A. M. Book 439, Page 546

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