

457

233629-ACM COMPARED

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 19th day of June, 1923, A.D., 191---  
between J T Chamblee of the first part, and The West Tulsa State  
Bank of Tulsa County, in the State of Oklahoma, of the second part,

WITNESSETH, That the said party of the first part, in con-  
sideration of the sum of One Thousand and no/100 DOLLARS the re-  
ceipt whereof is hereby acknowledged do by these presents, grant,  
bargain, sell and convey unto said party of the second part, its heirs and assigns, all  
of the following described REAL ESTATE situate in Tulsa County, and State of Oklahoma, to-wit

Lots forty two & Forty three (42 & 43) in Block Thirty three (33)  
Lots Thirty and thirty one (30 & 31) in Block Forty four (44)  
Lots eighteen (18) in Block thirty four (34) Lot Twenty one (21)  
in Block forty seven (47) All of said lots being in the West Tulsa  
Addition to the City of Tulsa, Okla, as per the recorded plat thereof,  
(all of said lots are vacant and are <sup>not</sup> uses, as a homestead)

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, heredita-  
ments and appurtenances thereunto belonging or in anywise appertaining forever.

PROVIDED ALWAYS, and these presents are upon this express condition, the whereas said  
J T Chamblee has this day executed and delivered a certain promissory note in writing to s  
said party of the second part, for One thousand Dollars; Said note dated May 2d, 1923, due  
on or before Sept 2d 1923. Said note bears interest at the rate of ten per cent per annum  
from May 2d, 1923. Said Note bear an attorney fee clause of \$100.00 Said note is payable  
to the West Tulsa State Bank, West Tulsa, Okla. and the first part---- agree-- to keep the  
buildings insured for \$----- and the mortgagor-- agree--- to pay \$100- attorney's fees  
on foreclosure.

Now if said part--- of the first part shall pay or cause to be paid to said part----  
of the second part -----heirs or assigns, said sum of money in the above describe Note---  
mentioned, together with the interest thereon, according to the terms and tenor of the same  
then these presents shall be wholly discharged and void, and otherwise shall remain in full  
force and effect. But if said sum or sums of money, or any part thereof, or any interest  
thereon, is not paid when the same is due, and if the taxes and assessments of every nature  
which are or may be assessed and levied against said premises, or any part thereof are not  
paid when the same are by law made due and payable, then the whole of said sum or sums and  
interest thereon shall, and by these presents become due and payable and said part---of  
the second part shall be entitled to the possession of said premises and the said part---  
of the first part for said consideration do hereby specifically waive an appraisalment of  
said real estate, and all the benefit of the homestead, exemption and stay laws of the  
State of Oklahoma.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand the  
first  
day and year/above written.

J. T. Chamblee

STATE OF OKLAHOMA )  
                                  )SS  
Tulsa County            )

Before me, the undersigned a Notary Public, in and for county and State, on this 19th  
day of June 1923, personally appeared J. T. Chamblee to me known to be the identical person  
who executed the within and foregoing instrument, and acknowledged that he executed the  
same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial seal the date above written.

My commission expires Sept 5, 1923

(seal)

Brady Brown - Notary Public

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I hereby certify that I received  
Receipt No. 101,416 therefor in payment of mortgage  
Dated this 19 day of June 1923  
WAYNE L. DICKEY, County Treasurer