

#246080 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. T. Chamblee
Tulsa, Tulsa, County, Oklahoma, part Y of the first part, ha G
 mortgaged and hereby mortgage to J. L. Ballenger,
 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 Lots Numbered Thirty Seven (37) Thirty Eight (38)
 and Thirty Nine (39) Block Numbered Thirty Three (33)
 West Tulsa, Addition to Tulsa, Okla.- Now apart of the
 City of Tulsa, according to the recorded plat thereof.

This mortgage is given to secure part of purchase price on
 above lots.

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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 Six Hundred (\$600.00) DOLLARS,

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

One note in the sum of Six Hundred (\$600.00), bearing 8%
 interest per annum becoming due and payable on or before 26th
 day of May, 1924.

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 on 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 mortgage
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part Y shall be entitled to the immediate possession of
 the premises and all 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, ----- will pay a
 reasonable attorney's fee of 10% DOLLARS,
 which this mortgage also secures.

Part Y 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 26th day of Nov., 1923.

J. T. Chamblee SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 26th
 day of Nov., 1923, personally appeared J. T. Chamblee

and -----
 to me known to be the identical person ----- who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his 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 September 30th, 1926. (SEAL) m Alma J. Larson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 6th day of December, A. D. 1923.

at 2 o'clock P. M.

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