

#246495 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary J. Gavin,
 of Tulsa, Oklahoma, County, Oklahoma, part V. of the first part, here
 mortgaged and hereby mortgage to Thomas Chestnut
 of part V. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Six (6) Block One Hundred and Seventy-eight (178)
 Tulsa County, State of Oklahoma, together with the
 building and appurtenances thereon, subject to a first
 mortgage owned and held by the Home Building & Loan
 Association of Tulsa, and Lot Fourteen (14) Block Seven
 (7) Elm Park Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof, also subject
 to a first mortgage owned and held by the Home Building
 & Loan Association of Tulsa, Oklahoma,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$300 and issued
 No. 12875 in payment of mortgage

dated 11 of Dec., 1923

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same. SB
 This mortgage is given to secure the principal sum of Fifteen Thousand and no/100 8B
15000 DOLLARS,

with interest thereon at the rate of 7 per cent, per annum, payable at maturity annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

Principal - \$15,000.00
 Interest - Seven per cent per year
 Attorneys' Fees - \$10.00 and ten per cent
 Due Date - May 15th, 1924.
 Signed by - Mary J. Gavin, and T. Austin Gavin,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V. 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.

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 II. shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part V. of the first part hereby agree S. that in the event action is brought to foreclose this mortgage II. will pay a
 reasonable attorney's fee of Ten per cent and Ten 10% DOLLARS
 which this mortgage also secures.

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

Dated this 15th day of November, 1923

Mary J. Gavin, SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 3rd
 day of December, 1923 personally appeared Mary J. Gavin,

and -----
 to me known to be the identical person II. 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 Mar. 15th, 1924. (SEAL) Ethel Bogard, Notary Public.

I hereby certify that this instrument was filed for record in my office on 11 day of Dec., A. D. 1923
 at 2:35 o'clock P. M.

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