

My commission expires Oct 13, 1926

(SEAL)

F. A. Singler, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sept. 27, 1923 at 9:10 o'clock A.M.

in Book 475, page 227

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

240933 C.J.

REAL ESTATE MORTGAGE

~~COMPARATIVE~~

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2.00 and issued Receipt No. 716 thereon in payment of mortgage tax on the within mortgage.

Dated this 28 day of Sept. 1923

W. W. Shackley, County Treasurer

Deputy

THIS INDENTURE, Made this 25th day of Sept A. D. 1923, by and between J. A. Chapman (a single man) of Tulsa County, State of Oklahoma, of the first part, and The West Tulsa State Bank of the second part,

WITNESSETH: That the said party of the first part, in consideration of the sum of Eleven Hundred DOLLARS, to me in hand paid, the receipt of which is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto said party of the second part its heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

Lots seven (7) & eight (8) Block Twenty Five (25) West Tulsa, Okla. now a part of the City of Tulsa, Okla., as per the recorded plat thereof.

with the appurtenances and all the estate, title and interest of the said part--- of the first part herein. And the said part---- of the first part do hereby covenant and agree that at the delivery hereof the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

This grant is intended as a mortgage to secure the payment of the sum of \$1100.00 Eleven hundred DOLLARS, according to the terms of 12 certain promissory note, this day executed and delivered by the said part--- of the first part to the said part--- of the second part, described as follows, to-wit:

Eleven notes for \$40.00 each. One note for \$660.00

All of said notes being signed by J. A. Chapman at West Tulsa, Okla. on Sept 25th 1923. Said notes mature monthly beginning Nov 5th 1923.

Said note for \$660.00 maturing Oct 5th 1924. All of said notes draw interest at the rate of ten per cent per annum and each note bears an attorneys fee clause of \$10.00 plus 10% of said note. Said note are payable at the West Tulsa State Bank, West Tulsa, Okla.

Said party of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$1100 and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then the said notes and all sums by this mortgage secured shall immediately become due and payable without notice, and the holder hereof may at once cause this mortgage to be foreclosed, and shall be entitled to recover attorney's fees in the sum of ten cent of the amount hereby secured, in no event being less than Fifty