

252908 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$12 and issued
 Receipt No. 14034 for payment of mortgage
 on the 8th day of March 1924
 S. B. Deputy

SECOND MORTGAGE

COMPARED

THIS INDENTURE, made this 6th day of March A. D. 1924 between William Tice and Viola Tice (his wife) of the first part, and Guy E. Chambers of Tulsa County, in the State of Oklahoma, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five hundred eighty five and ----- DOLLARS the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all of the following described REAL ESTATE situated in Tulsa County, and State of Oklahoma, to-wit: subject to a prior mortgage given to the West Tulsa, Okla. in the sum of \$500.00.

Lots fourteen (14) and Fifteen (15) in Block Forty (40), West Tulsa Addition to the City of Tulsa, Okla. as per the recorded plat thereof,

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

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered a certain promissory note in writing to said party of the second part, for the sum of \$585.00, said note is an installment note payable at the rate of \$65.00 per month beginning Apr 6th 1924.

Said deferred payments bear interest after maturity at the rate of eight per cent per annum. Said note is dated Mar 6th, 1924 and is signed by William Tice and Viola Tice. Said note is payable at The West Tulsa State Bank, West Tulsa, Okla. Said note bears an attorney fee clause of ten per cent. Said note is payable to Guy E. Chambers, and the first parties agree to keep the buildings insured for \$1500, and the mortgagor agree to pay 10% of note attorneys fees on foreclosure.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described 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 party of the second part shall be entitled to the possession of said premises, and the said parties of the first part for said consideration, do hereby specially 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 parties of the first part have hereunto set their hand the day and year first above written.

William Tice

Viola Tice

STATE OF OKLAHOMA)
 Tulsa County) ss.

Before me, F. A. Singler, a Notary Public, in and for County and State, on this 6th day of March, 1924, personally appeared William Tice and Viola Tice to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.