

# 35147

COMPARED

## MORTGAGE OF REAL ESTATE.

This Indenture, Made this 19th day of October 1911, by and between J. W. Chambers, and Etta Chambers, his wife of Tulsa County, in the State of Oklahoma, of the first part, and W. E. Chastain and S. T. Cathey doing business as partners under the name of Chastain-Cathey Lumber Company, of the second part:

Witnesseth: That the said parties of the first part, for and consideration of the sum of (27,65) Twenty-seven and sixty five Hundredths DOLLARS, to them in hand paid, by the party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained, Sold, Conveyed, and do by these presents Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, and to his heirs, executors, administrators or assigns, forever, all the following described tract of land, situated in Tulsa in Tulsa County, State of Oklahoma, to-wit:

Lots Nine and Ten (9 & 10) in Block Five (5) of the Fortisco Addition to the City of Tulsa, Oklahoma,

To Have and to Hold the Same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns, forever.

This mortgage is given as security for the performance of the covenants herein, and the payment to W. E. Chastain and S. T. Cathey the party of the second part, the principal sum of Twenty seven & 65/100 Dollars, due to said second party for an actual loan of the said amount on the 19th day of October 1911, according to the terms and conditions of one principal note in the amount of Twenty seven & 65/100 Dollars, dated the 19th day of October 1911, and with interest at the rate of 8 percent per annum, payable annually accompanying coupon interest notes, each in the sum of Dollars, and bearing the same date, made and executed by the parties of the first part.

Second: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said lands, when the same becomes due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of ( \$ ) Dollars, and to assign the policies to said party of the second part, as his interest may appear, and deliver said policies and renewals to said party of the second part, to be held by him until this mortgage is fully paid, and the said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs. In the event of default by the party of the first part in any payment or payments of taxes, assessments of any kind, or of insurance premiums, party of second part may pay same and such sums so paid shall thereafter draw interest at the rate of 8 per cent. per annum.

Third: It is further expressly agreed by and between the parties hereto, that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or the premium for said fire insurance, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum herein named, and the interest thereon, shall immediately become due and payable, at the option of the second party, and this mortgage may be immediately foreclosed.

Now if said parties of the first part shall well and truly pay to the said party of the second part, his heirs, executors, assigns, or administrators, the sum of money hereinbefore recited, and all other amounts which may be paid out by said second party or assigns, under the provisions of this mortgage, and all other indebtedness which may be due said party or assigns, at the times herein stipulated then this conveyance shall be null and void, otherwise to remain in full force and effect. And in case of any default in the payment of said indebtedness, or failure of said first party to fulfill any of the stipulations and agreements herein contained, said party of the second part, his heirs or assigns, agents or attorneys, are hereby authorized and empowered to declare the whole indebtedness hereby secured at once due and payable, to take charge of said property on demand without process of law, and proceed with the foreclosure of this instrument as provided by law.

In Testimony Whereof, the parties of the first part have hereunto subscribed their names the day and year first above written.

J. W. Chambers  
Mrs. Etta Chambers

STATE OF OKLAHOMA, } ss. Before me, the undersigned a Notary Public, in and for  
COUNTY OF TULSA. said County and State, on this 19th day of October 1911, personally appeared

J. W. Chambers  
to me known to be the identical persons 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 herein set forth.

E. F. Pester Notary Public.

(Seal) My Commission expires Sept., 16th 1915,

STATE OF OKLAHOMA, TULSA COUNTY—AT TULSA, OKLA.

I hereby certify that this Instrument was filed for record in my office on Oct 19, 1911, at

340 o'clock P M., and is duly recorded in Record Page

By H. C. Walkey, Deputy. Register of Deeds.

(Seal)