

COMPARED

MORTGAGE RECORD NO. 402

223268 DLE.

The News Dispatch Print & Audit Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. C. Bowyer and Gertrude Bowyer his wife
 of Tulsa County, Oklahoma, part Y of the first part, have
 mortgaged and hereby mortgage to J. F. Janisch
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Thirty Nine (39) and Forty (40)
 Block Twelve (12) Capitol Hill Addition
 To the City of Tulsa, Tulsa County, Oklahoma

According to the recorded Plat thereof

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 1923
 WAINE L. BERRY, County Treasurer
 Deputy

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 Saventaen Hundred (\$1700)

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Monthly ~~annuity~~ from March 1st 1923

according to the terms of Forty three certain promissory note S described as follows, to-wit:

Forty Two (42) notes of Forty (40) Dollars Each and One (1) note
 of Twenty (20) Dollars, dated March 1st, 1923 Falling due, and
 payable on the 1st day of Each month for Forty Three (43) consecutive months
 thereafter. Said notes bearing 8% interest per annum, from March 1st
 1923.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 Y shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a
 reasonable attorney's fee of Two Hundred and Fifty DOLLARS,
 which this mortgage also secures.

Parties 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 February 1923.

W. C. Bowyer SEAL

Gertrude Bowyer SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 27
 day of Feb'y. 1923, personally appeared W. C. Bowyer and Gertrude Bowyer his wife

and _____
 to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executed
 the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my ~~signature~~ hand and official seal the day and year last above written.

My commission expires Nov 14th 1923 (SEAL) C. W. Singleton Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of Moh A. D. 1923
 at 11 o'clock A. M. Book 402, Page 586

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