

COMPARED

MORTGAGE RECORD NO. 402

215391 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That P. W. Fowler and Mary E. Fowler, husband and wife,

a _____ of Tulsa County, Oklahoma, part ^{ies} of the first part, ha. ^{ve}
mortgaged and hereby mortgage to Sophronia A. Schmidtof _____ part ^y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

all of lots numbered Ten (10) and Eleven (11)
Block Seven (7) in the Rosemont Heights Addition
to the city of Tulsa, according to the recorded
plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 204 and issued
Receipt No. 558 therefor in payment of mortgage
tax on the within mortgage.

Dated this 4 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

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 _____

Two-Hundred-Fifty

DOLLARS

with interest thereon at the rate of ten per cent, per annum, payable semi- annually from November 29th, 1922according to the terms of one certain promissory note _____ described as follows, to-wit:

Given by parties of the first part unto party of the second
part and dated November 29th, 1922, and due November 29th,
1923.
In event interest is not paid when due this note becomes
at once due and payable.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ^{ies} hereby
covenant _____ and agree _____ 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 part ^{ies} 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 Fifty DOLLARS,
which this mortgage also secures.

Part ^{ies} 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 29th day of November, 1922.

P. W. Fowler

SEAL

Mary E. Fowler

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 29th
day of November, 1922, personally appeared _____

P. W. Fowler and Mary E. Fowler, husband and 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 and official seal the day and year last above written.

My commission expires Oct. 16-1924. (Seal) C. P. Monroy, Notary Public.I hereby certify that this instrument was filed for record in my office on 4 day of Dec, A. D., 1922at 1:30 o'clock P.M. Book 402, Page 60By F. Delman, Deputy, (Seal) O. D. Lawson, County Clerk.