

COMPARED

MORTGAGE RECORD NO. 439

225665 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. E. Bowles and Maggie Bowles, husband and wife,

a of Broken Arrow, Tulsa County, Oklahoma, part^{ies} of the first part, have

mortgaged and hereby mortgage to The Arkansas Valley State Bank of Broken Arrow, Oklahoma,

of part^y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The South Half of the South Half of the Southeast Quarter of the Northeast Quarter of Section Ten (10) Township Eighteen (18) North, Range Fourteen (14) East, containing about Seven (7) acres; also all that part of the Northeast Quarter of the Southeast Quarter of Section Ten (10), Township Eighteen (18) North, Range Fourteen (14) East, situated north of the M. K. & T. Ry. Company's track, except that deeded to J. W.

I hereby certify that I received \$32.00
Receipt No. 8415 therefor in payment of mortgage
tax on the within mortgage.

Dated this 27 day of March 1923

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

Fifteen Hundred Fifty-seven (\$1557.31) and 31/100

DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable annually from March 15, 1923.

according to the terms of one certain promissory note described as follows, to-wit:

Dated at Broken Arrow, Oklahoma, March 15, 1923, due September 15, 1923, payable to the mortgagee hereto in the sum of \$1557.31, for value received, at its banking office in Broken Arrow, Oklahoma, with interest after date at eight per cent. per annum until paid, and an attorney's fee of One Hundred Dollars if placed in the hands of an attorney for collection or suit is filed thereon.

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, and to insure, and keep insured in favor of second party, buildings, on said 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 One Hundred 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 15th day of March, 1923

S. E. Bowles

SEAL

Maggie Bowles

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 21st day of March, 1923, personally appeared

S. E. Bowles

Maggie Bowles

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 Nov. 4, 1926. (Seal)

R. A. Wallingford,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of March A. D., 1923

at 11:30 o'clock A. M. Book 439, Page 152

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.