

#223840 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Myrtle Hulette Marlowe & her husband William

x A. Marlowe, of Tulsa County, Oklahoma, part 123 of the first part, have mortgaged and hereby mortgage to J. Gomez Engel

of part 123 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot One (1) in Block Forty four (44) in the Town of Jenks, according to the recorded plat & survey thereof on file in the Register of Deeds office of Tulsa County, Oklahoma.

INTERNAL REVENUE

\$50.00

Cancelled

TREASURER'S RECEIPT
I hereby certify that I received \$50.00 from Myrtle Hulette Marlowe & her husband William A. Marlowe as payment of mortgage tax on the within mortgaged.

Dated this 9 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

Four Hundred & forty five & 44/100 DOLLARS,

with interest thereon at the rate of ten per cent, per annum, payable at maturity annually from Feb. 24th, 1923,

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

\$445.44, Jenks, Oklahoma, 2-24-1923.

Nov. 30th, 1923, after date, we promise to pay to the order of J. Gomez Engel, Four Hundred & Forty Five & 44/100 dollars, at Jenks, Oklahoma with interest from date at the rate of ten per cent per annum.

For value received and with an attorney's fee fro \$50.00 in case of foreclosure suit.

Myrtle Hulette Marlowe,
Signed. William A. Marlowe,

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

Said part 123 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 & no/100 DOLLARS, which this mortgage also secures.

Part 123 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 24th day of Feb. 1923

Myrtle Hulette Marlowe, SEAL

William A. Marlowe, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this Twenty-Fourth day of Feb. 1923, personally appeared Myrtle Hulette Marlowe, and William A.

Marlowe,

Xmas

to me known to be the identical person 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 April 5th, 1926. (SEAL) A.M. Engel, Notary Public.

I hereby certify that this instrument was filed for record in my office on 8 day of March, A.D., 1923

at 1:30 o'clock P.M. Book 439, Page 21

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