

227556 C.D.I.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I. G. Owen, and Marie Owen, his wife,

a of Tulsa, Tulsa County, Oklahoma, part 1es of the first part, ha ve

mortgaged and hereby mortgage to Tola Frost

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

Lot Ten (10) in Block Seven (7), Irving Place Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

Recorded by me and others \$80.00 and balance \$89.04 and in payment of mortgage tax on the within mortgage
Dated this 17 day of April 1923
WAYNE L. DICKER, County Treasurer
A-J

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

Twenty Five Hundred and No/100 (\$2500.00)

DOLLARS,

eight

with interest thereon at the rate of per cent, per annum, payable annually from date

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

"Tulsa, Okla. November 1st 1922. \$2500.00
June 1st 1923, after date, for value received, I, we, or either of us, jointly or severally, waiving grace and protest, promise to pay to the order of Tola Frost at The Security National Bank of Tulsa, Tulsa, Oklahoma, Twenty-five Hundred Dollars, with interest from date at the rate of eight per cent per annum payable semi-annually until paid. The interest, if not paid semi-annually, to become as principal and bear the same rate of interest. The makers and endorsers of this note hereby waive demand, protest and notice hereof, and in case this note is placed in the hands of an attorney for collection, agree to pay \$15.00 and ten per cent. of the amount due as attorney's fees, and consent that time of payment may be extended from time to time without notice.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1es 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 J shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 1es 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 DOLLARS, which this mortgage also secures.

Part 1es 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 1st day of November, 1922

I. G. Owen

SEAL

Marie Owen

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 2nd day of November, 1922, personally appeared

L. G. Owen

and Marie Owen, his wife,

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 Feb. 30, 1925. (Seal) J. O. Farmer, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of April, A. D., 1923

at 9:00 o'clock A. M. Book 439, Page 313

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