

#227944 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That V.D. Jenkins and M.L. Jenkins, his wife,
of Tulsa, xx County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to W.C. Bowyer,
 of ----- part Y. of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Thirty-nine (39) and Forty (40), Block
 Twelve (12) Capital Hill First Addition to
 the City of Tulsa, Tulsa County, Oklahoma,
 according to the recorded plat thereof.

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 Eight hundred and 00/100 -----
 ----- DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of 16 certain promissory note 8 described as follows, to-wit:

Sixteen Notes of Fifty dollars (\$50.00) each dated April 2nd, 1923
 First note due May 2nd, 1923, and balance of \$750.00 due and payable
 on the 2nd day of each and every month thereafter until the full sum
 has been paid, Notes to bear 8% interest payable monthly on deferred
 balance at the National Bank of Commerce, Tulsa, Oklahoma.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 party 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, ----- will pay a
 reasonable attorney's fee of Fifty and 00/100 ----- 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 2nd day of April, 1923.

V.D. Jenkins SEAL.

M.L. Jenkins, 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 April, 1923, personally appeared V.D. Jenkins and M.L. Jenkins, his wife,

XXXX

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 Mar. 24, 1925. (SEAL) Kathryn Sontag, Notary Public.

I hereby certify that this instrument was filed for record in my office on 15 day of April A. D. 1923
 at 2:40 o'clock P. M. Book 439, Page 331

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