

The News Dispatch Printing & Audit Co., Shawnee, Okla.

228074 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That We, R. E. Owens and Marie Owens his wife,

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

mortgaged and hereby mortgage to A. H. Matthews

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

The Easterly Forty (40') feet of Lot Seven (7') in
Block Thirty-four (34') in the original town, (now
City) of Tulsa, Tulsa County, Oklahoma, according to the
official 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 (\$900.00)

Nine Hundred Dollars & No/100

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable after date ^{annually} from March 15th, 1923according to the terms of 26 certain promissory note^s described as follows, to-wit:

Twenty-six (26) notes of even date, Twenty-five (25) for \$35.00 each and One (1) for \$25.00 making a total principal sum of \$900.00 the First note of \$35.00 due and payable on the 15th day of April, 1923, together with interest thereon at the rate of 8%, said interest payable on the principal, as described in said notes; and \$35.00 per month with interest on the 15th day of each and every month thereafter, until the total sum of \$900.00 shall have been fully paid.

This mortgage is given in law of a First Mortgage in favor of the Home Savings and Loan Association of Bartlesville, Okla. which has been reduced to \$1997.14;

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} hereby covenant ^s and agree ^s 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 \$50.00 DOLLARS, which this mortgage also secures.

Part^{ies} of the first part, for said consideration, do ^{es} 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

R. E. Owens SEAL

Marie Owens SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 31st day of March, 1923, personally appeared

R. E. Owens

and Marie Owens, his wife

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 October 9th, 1923. (Seal) Benedict J. Skalicky, Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of April, A. D., 1923

at 1:00 o'clock P. M. Book 439, Page 336

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