

MORTGAGE RECORD NO. 439

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REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mary Bowles and A. G. Bowles (wife and husband)

a _____ of Tulsa County, Oklahoma, part ies of the first part, ha. VE

mortgaged and hereby mortgage to A. Y. Boswell, Jr.

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

All of Lot Six (6) in Block One (1) in Hi-Pointe Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to a prior mortgage in favor of the Home Building & Loan Association of Tulsa, Oklahoma, in the amount of \$2500.00, said mortgage bearing date of April 10th, 1923.

I hereby certify that I received \$1.32 and issued Receipt No. 9056 therefor in payment of mortgage tax on the within instrument.

Dated this 24 day of April, 1923.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. WAYNE L. DICKY, County Treasurer.

This mortgage is given to secure the principal sum of _____

EIGHT HUNDRED THIRTY & NO/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from _____ Date _____

installment

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

One installment note bearing date of April 21st, 1923, in the amount of \$830.00, payable at the rate of \$25.00 per month and accrued interest, the first payment being due May 1st, 1923 and a like payment of \$25.00 and accrued interest due on the 1st day of each and every month thereafter until the unpaid principal sum with accrued interest has been paid. All payments to bear interest at the rate of eight per cent per annum, payable monthly.

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, 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 ies 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 _____ EIGHTY THREE & NO/100 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 21st day of April, 1923

Mary Bowles

SEAL

A. G. 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 April, 1923, personally appeared _____

Mary Bowles and A. G. Bowles (wife and husband)

and _____

to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executed their the same as _____ 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 Aug. 14, 1923. (Seal) Alma Dort, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of April, A. D., 1923.

at 10:30 o'clock A. M. Book 439, Page 356.

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