

MORTGAGE RECORD NO. 456

235955 DLE.

COMPARED

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ulric Heston Bower and Jane Moorhead Bower, his wife of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to Dorothy H. Smith of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) Block Four (4) of
Woodward Park 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 SIX THOUSAND FIVE HUNDRED AND NO/100 (\$6500.00) DOLLARS, with interest thereon at the rate of Eight cent, per annum, payable Monthly from Date according to the terms of One certain promissory note described as follows, to-wit:

One note of even date in the amount of \$6500.00 payable monthly at the rate of \$100.00 with interest at the rate of 8% per annum, interest computed and payable monthly on entire unpaid sum each month.

This mortgage is inferior and subject to a first loan in the amount of \$5000.00, now of record.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$6.52 and issued Receipt No. 12621 therefor in payment of mortgage tax on the within mortgage.
Dated this 17 day of July 1923
W. W. Shuckey, County Treasurer
S. J. B. Deputy

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 upon 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 the second party shall be entitled to the immediate possession of the premises and all the 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 10% of unpaid principal hereof and Ten 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 13th day of July, 1923.

Ulric Heston Bower

SEAL

Jane Moorhead Bower

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 16th day of July, 1923, personally appeared Ulric Heston Bower and Jane Moorhead Bower, his wife

and 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 Aug 21, 1924 (SEAL) C.E. Hart Notary Public

I hereby certify that this instrument was filed for record in my office on 17th day of July, A. D., 1923 at 2.35 o'clock P. M. Book 439, Page 310

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