

## COMPARED

Overlay Print, Binders

237621 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John S. Howell and Bessie M. Howell, his wife  
 of Tulsa County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to W. P. Owen  
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Eleven (11) Block Eight (8) Carbondale, Oklahoma,  
 according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 24 and issued  
 Receipt No. 11032 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 9 day of Aug, 1923  
W. W. Stucky, County Treasurer

P. B.

Deputy

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

Eleven Hundred Seventy Five and No/100

DOLLARS,

with interest thereon at the rate of 7 per cent, per annum, payable from date annually from -  
 according to the terms of their certain promissory note 8 described as follows, to-wit:

23 notes of \$50.00 each and one of \$25.00 all dated today, and due the  
 first of each month, the first one being due July 1, 1923, and bearing  
 interest at 7% from date, signed by John S. Howell and Bessie M. Howell,  
 payable to W. P. Owen.

Filed  
 in full  
 Signed and  
 By W. P. Owen  
O. G. Weaver  
Brady Brown  
Jan 2 1925

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 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 mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-  
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-  
 session 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 - 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 19th day of June, 1923

John S. Howell

SEAL

Bessie M. Howell

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -, a Notary Public in and for said County and State on this 19th  
 day of June, 1923, personally appeared

John S. Howell and Bessie M. Howell, his wife

and  
 to me known to be the identical person 8 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 June 12, 1927. (Seal) Amy M. Walton Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of August, A. D., 1923  
 at 3:30 o'clock P. M. Book 420, Page 429

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