

# 239205 M H

Overly Hrs. Eiders

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gerald Loftis, and Josephine Loftis, husband and wife  
 a Tulsa, Tulsa County, Oklahoma, part 1st of the first part, have  
 mortgaged and hereby mortgage to E. H Bowden  
 of Tulsa, Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) block three (3) in Clover Ridge Addition to the City of Tulsa, Okla.  
 according to the survey thereof, subject however to a certain mortgage given to  
 Daniel K. Boone on 1st of Mar. 1921 in the principal sum of Twenty seven hundred &  
 fifty dollars by the first parties hereto.

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B. Quinn

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 Seven Hundred Twenty five and no/100 (\$725.00) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable annually from date  
 according to the terms of One certain promissory note described as follows, to-wit:

\$ 725.00/100

Tulsa, Oklahoma, Aug 29th 1923

One year after date, for value received we promise to pay to the order of E. H Bowden  
 of Tulsa, Okla Seven Hundred Twenty Five & no/100 Dollars without defalcation or dis-  
 count with interest at the rate of 8 per cent per annum, payable from Date until paid  
 Should any interest or principal not be paid when due, it shall bear interest at the rate  
 of 10 per cent. per annum until paid. interest on this note to be paid annually. The  
 principals, endorsers, sureties and grantors of this note hereby severally waive presentment  
 and demand of payment, notice of non-payment protest and notice of protest and extension  
 of time of payment. If this note is not paid when due and is collected by an Attorney or  
 by suit, principals, sureties and endorsers agree to pay an Attorney's fee for the ~~collection~~  
 collection of same the sum of Twenty-five Dollars and Ten percent. of the amount remaining  
 unpaid.

Gerald Loftis

No.

Josephine Loftis

Due Copy

Residence

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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.

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 part shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part V 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 \$ 25.00 DOLLARS  
 which this mortgage also secures.

Part V 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 29th day of Aug., 19 23

Gerald Loftis

SEAL

Josephine Loftis

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August, 19 23, a Notary Public in and for said County and State on this 29th  
 day of August, 19 23 personally appeared

Gerald Loftis

Josephine Loftis

and their to me known to be the identical persons 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 Nov. 16, 1926

(Seal)

Lola McCoy

Notary Public

I hereby certify that this instrument was filed for record in my office on 31 day of Aug A. D. 19 23  
 at 2 o'clock P. M. Book 439, Page 542

By Brady Brown Deputy.

(Seal)

O. G. Weaver

County Clerk