

COMPARED

## MORTGAGE RECORD NO. 465

#241487 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. J. Carpenter and Rowena G. Carpenter  
(husband and wife) of Tulsa, County, Oklahoma, part ies of the first part, have  
mortgaged and hereby mortgage to A. V. Bozwell, Jr.  
of 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:

All of Lot Twenty-One (21) in Block Two (2) in  
Hi-Pointe Addition to the City of Tulsa, Oklahoma,  
according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that this mortgage is subject to a prior mortgage in favor of  
the Home Building & Loan Association of Tulsa, Oklahoma,  
in the amount of \$1800.00. Said mortgage bearing date  
of September 29th, 1923.  
Dated this 4 day of Oct, 1923  
W. W. S. B., Treasurer

with all the improvements and appurtenances thereto belonging and warrant the title to the same.

This mortgage is given to secure the principal sum of Nine Hundred Ten & 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 a certain ~~promissory~~ note described as follows, to-wit:

One installment note, bearing date of September 1st, 1923, in the amount of \$910.00, payable at the rate of \$25.00 per month and accrued interest, the first payment of \$25.00 and accrued interest due and payable on the 1st day of October, 1923 and a like payment of \$25.00 and accrued interest due and payable 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 on unpaid principal sum.

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, 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 second part y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, ies will pay a reasonable attorney's fee of Ninety & No/100 ----- DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 29th day of September, 1923

A. J. Carpenter

SEAL

Rowena G. Carpenter

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, A. J. Carpenter and Rowena G. Carpenter, a Notary Public in and for said County and State, on this 29th  
day of September, 1923 personally appeared A. J. Carpenter and Rowena G. Carpenter,  
(husband and wife)

and they  
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 January 15th, 1927 (SEAL) Cecil L. Henry Notary Public.

I hereby certify that this instrument was filed for record in my office on 4 day of Oct, A.D. 1923

at 3:20 o'clock P.M.

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