

COMPARED

MORTGAGE RECORD NO. 465

#243389 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J.W. S. Bower and Hattie M. Bower, husband and wife,
Muskogee, Muskogee, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Sara B. Mitchell,
 of part of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty One (21)
 Township Nineteen (19) North, Range Fourteen (14) East
 of the Indian Base and Meridian, in Tulsa County, Oklahoma,
 according to the United States survey thereof.

TRUSTEE'S ENDORSEMENT

I have examined the foregoing instrument and find it to be a true and correct copy of the original instrument as recorded in the office of the County Clerk of Tulsa County, Oklahoma, on the 12th day of October, 1923, at 4:10 o'clock P.M., and I have also examined the original instrument and find it to be a true and correct copy of the original instrument as recorded in the office of the County Clerk of Tulsa County, Oklahoma, on the 12th day of October, 1923, at 4:10 o'clock P.M.

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 and no/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note described as follows, to-wit:

One Note for \$6,000.00, dated At Tulsa, Oklahoma on October 8th,
 1923, payable to the order of Sara B. Mitchell at Tulsa, Oklahoma,
 on October 8th, 1924, with interest at the rate of 8% per annum
 payable semi annually from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party ies 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, they will pay a
 reasonable attorney's fee of \$25.00 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 8th day of October, 1923

J.W.S. Bower SEAL

Hattie M. Bower, SEAL

STATE OF OKLAHOMA, County of Muskogee, ss:

Before me, -----, a Notary Public in and for said County and State, on this 12th
 day of October, 1923, personally appeared J.W. S. Bower and Hattie M. Bower,
husband and 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 Nov. 3rd, 1925. (SEAL) I. C. Duckworth Notary Public.

I hereby certify that this instrument was filed for record in my office on 30 day of Oct., A. D. 1923

at 4:10 o'clock P. M.

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