

COMPARED  
#244449 NS

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Bonnie Owen and W.T. Owen, Jr. her husband,  
 of Tulsa, County, Oklahoma, parties of the first part, has  
 mortgaged and hereby mortgage to G. J. Miller,  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

The South One-half of Lot One (1) Block  
 One Hundred Ninety-six (196) in the original  
 town (now City) of Tulsa, County of Tulsa,  
 State of Oklahoma, according to the Official  
 Plat thereof, since Feby. 4th, 1921.

It is hereby agreed that Party of the second part  
 agrees to accept any part or all the principal at  
 any interest period.

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 Twenty Four Hundred and no/100 -----  
 ----- DOLLARS,  
 with interest thereon at the rate of nine per cent, per annum, payable semi- annually from Date  
 according to the terms of One certain promissory note described as follows, to-wit:

Dated Nov. 14th, 1923, Due Two Years  
 from date payable to G. J. Miller, Amount  
 \$2400.00 int. Nine per cent payable Semi-  
 Annual.

12430  
 15 Nov 1923  
 J.B.

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 on 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 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 parties 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, ----- will pay a  
 reasonable attorney's fee of Two Hundred and No/100 ----- 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 14 day of November, 1923

Bonnie Owen SEAL  
W.T. Owen, Jr. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 14th  
 day of November 23, 1923, personally appeared Bonnie Owen and W.T. Owen, Jr. her husband,

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 hand and official seal the day and year last above written.

My commission expires July 16, 1924 (SEAL) Aldace Donohoo Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of Nov. A. D. 1923

at 2:15 o'clock P. M.

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