

MORTGAGE RECORD NO. 465

#244739 NS

REAL ESTATE MORTGAGE

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

Lots Nine (9), Ten (10), Eleven (11) and Twelve
 (12) in Block Two (2), in Ramona Addition to the
 City of Tulsa, Tulsa County, Oklahoma, according
 to the recorded plat thereof.

Recorded in Book 12489 Page 60 and issued
 Date 17 Nov 23
 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 Fifteen Hundred (\$1500.00) Dollars - - - -
 - - - - - DOLLARS,

with interest thereon at the rate of 10 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 in the principal sum of Fifteen Hundred (\$1500.00)
 Dollars, dated November 17, 1923, signed by W.T. Owen, Jr.,
 and Bonnie Owen, to and payable to A. Ernsberger, bearing
 interest at the rate of ten per cent per annum, from date,
 payable semi-annually, due November 17th, 1925.

It is agreed by the parties hereto that at any interest pay-
 ing date after twelve months from the date hereof, first parties
 shall have the option and privilege of paying all or any part of
 said principal sum.

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, 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 V. 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 10 per cent of principal sum of said note ~~XXXXXX~~
 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 17th day of November, 1923.

W.T. Owen Jr. SEAL

Bonnie Owen SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Philip Kramer, a Notary Public in and for said County and State, on this 17th
 day of November, 1923 personally appeared W.T. Owen, Jr. and Bonnie Owen,
husband and wife,

and they
 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 July 1, 1925. (SEAL) Philip Kramer Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Nov. A. D. 1923
 at 3:30 o'clock P. M.

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