

#248442 NS

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H.W. Evans and Vera B. Evans, his wife,
 a Tulsa, Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to H.J. Lowther
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Twenty-one (21) and Twenty-Two (22) in Block Four
 (4) in Orchard Addition to the City of Tulsa, Tulsa
 County, Oklahoma, according to the recorded Plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 1033.42 and issued
 Receipt No. 3248 therefor in payment of mortgage
 tax on the within mortgage
 Dated this 7 day of Jan 1924
EB Treasurer

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 One Thousand Thirty Three and 42/100 - - - - -

- - - - - 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:

This note is for \$1033.42 payable at rate of \$15.00 per
 month on principal and interest on deferred or unpaid
 balance of principal each month, until fully paid.

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 V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies 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 Ten Per cent and ten - - - - - DOLLARS,
 which this mortgage also secures.

Part ies 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 4th day of January, 1924

H.W. Evans, SEAL

Vera B. Evans, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - a Notary Public in and for said County and State, on this 4th
 day of January, 1924, personally appeared H.W. Evans and Vera B. Evans, his wife,

and - - - - -
 to me known to be the identical person S 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 2-7-1926 (SEAL) Clyde L. Sears Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of Jany A. D. 1924
 at 3:50 o'clock P. M.

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