

Mae Walters, his wife, 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 hand and notarial seal the day and year last above written.

My Commission Expires March 26, 1928 (SEAL) Rena M. Fowle, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, July 30, 1924 at 4:10 o'clock P. M. in Book 492, page 265

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

264181 C.J.

OKLAHOMA REAL ESTATE MORTGAGE

492

THE MORTGAGE ENFORCEMENT
11. 1924 and received \$100 and issued
15974
20 July 1924
W. W. Owens, Rosa Owens, his wife, of Tulsa
County, Oklahoma, hereinafter mentioned as first party
Mortgage Company, a corporation, hereinafter mentioned as second party.

THIS INDENTURE, Made this 29th day of July in the year One Thousand Nine Hundred and Twenty Four, by and between W. W. Owens and Rosa Owens, his wife, of Tulsa County, Oklahoma, hereinafter mentioned as first party (whether one or more than one), and Jordan-Sears

Mortgage Company, a corporation, hereinafter mentioned as second party.

WITNESSETH, the first party has mortgaged and does hereby mortgage to the second party, its successors and assigns, the following described real property and premises situate in Tulsa County, State of Oklahoma, to-wit:

Lot Sixteen (16) Block Five (5) Midway Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

together with all improvements thereon and appurtenances thereunto belonging or in anywise appertaining, and warrants the title to the same.

This mortgage is given to secure the performance of the covenants hereof and the payment of the principal sum of One Thousand and No/100, (\$1000.00) Dollars, according to the terms and at the times and in the manner provided in one promissory note, made and executed by the first party to the order of the second party herein, bearing even date herewith with interest thereon from the date thereof at the rate of seven per centum per annum, payable semi-annually, which interest is evidenced by coupons thereto attached, which principal sum is payable in installments and on the dates as therein specified with the privilege of partial payments prior to maturity in accordance with the stipulations therein.

It is expressly agreed and understood by and between the parties hereto that this mortgage is a first lien upon the said premises and that the first party will pay said principal and interest at the time and in the manner provided in said notes and that the first party will pay all taxes and assessments against said land immediately upon the same becoming due and will not commit or permit any waste upon said premises; that the buildings or other improvements thereof shall be kept in good repair and shall not be destroyed or removed without the consent of the second party or its assigns; and the first party agrees to keep said premises unceasingly insured during the life of this mortgage against fire, lightning, and tornado, for not less than One Thousand and No/100 Dollars, in form and companies satisfactory to second party or its assigns, and that all policies for such insurance and any insurance now or hereafter written covering said premises shall be immediately after the execution thereof delivered to the second party or its assigns, and all policies covering expired insurance shall be delivered to second party or its assigns at least thirty days before the expiration date of such expiring insurance, all of such policies to have mortgage clause of a form satisfactory to second party or its assigns attached. If the title to said premises be transferred, the second party or its assigns is authorized as agent for the first party to assign the insurance to the grantee of the title, without any duty, however, on the second party or its assigns so do do.

(See this instrument Page 269)