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Return to:  
STEWART ABSTRACT & TITLE  
Commercial Escrow  
701 N. Broadway, #300  
Oklahoma City, OK 73102

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000151  
TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 75.00 & issued rec No.  
Therefore in payment of mortgage tax on the within mortgage.  
Dated this 23 day of JANUARY, 2004.  
FORREST "BUTCH" FREEMAN, County Treasurer  
By Paula Wells, Deputy

Doc # 2004011929  
Bk 9185  
Pg 1378-1381  
DATE 01/26/04 09:43:53  
Filing Fee \$19.00  
Documentary Tax \$0.00  
State of Oklahoma  
County of Oklahoma  
Oklahoma County Clerk  
Carolynn Caudill

**REAL ESTATE MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS: that Nicole Mowles and Leslie Mowles, Wife and Husband, dba Custom Connections, Inc., herein called "borrower", has mortgaged and hereby mortgages to Donald C. Lewis, herein called "mortgagee", the following real estate and premises situated in Oklahoma County, State of Oklahoma, to-wit:

SEE ATTACHED EXHIBIT "A"

with all improvements thereon and appurtenances thereto belonging, and warrant title to the same.

THIS MORTGAGE is given to secure the principal sum of Seventy-five thousand and 00/100ths Dollars (\$ 75,000.00) with interest at the rate of 5% per annum from date hereof, in 240 monthly payments of \$ 494.74, each and every month; installments to commence on the 1st day of February, 2004 and on the first day of each and every month thereafter until paid in full on or before January 1, 2024; Payments made after the 10<sup>th</sup> of the month will be considered delinquent. A two percent (2%) penalty will be charged as a late fee for any payment not made within ten (10) days of the due date.

**BORROWERS COVENANT AND AGREE AS FOLLOWS:**

1. The conveyance or sale, or agreement to sell or convey, of the mortgaged premises or any interest therein without the written consent of lender shall entitle lender, at the option of lender, to declare the entire indebtedness due and payable forthwith, and mortgagees shall be entitled to foreclose this mortgage in addition to all other rights and remedies hereunder. This provision shall apply to any transfer, voluntary or involuntary (including judicial sale or otherwise) but shall not apply to those transfers exempted from operation of any "due on sale" clause by the provisions of 12 U.S.C. § 1701j-3(d).
2. Borrowers covenant and agree to pay all taxes and assessments of said land when the same shall become due, to prevent any liens from attaching to said land and to discharge the property from any and all liens which may attach, 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 lender any and all buildings and improvements on the premises in an amount not less than the principal sum of this mortgage (with the insurance policy showing lender as the mortgagee) and to provide written proof of such

4/21 mtg Tax: \$75.00

4/19

insurance coverage showing Lender as loss payee. Furthermore the undersigned agree to repay any and all sums expended in good faith by lender for payment of taxes, or other expenditures which lender believes necessary to pay taxes, maintain the property as adequately insured against casualty, or otherwise needed to protect its security Borrowers hereby agree to maintain adequate insurance coverage at all times and, should the lender in good faith obtain insurance, the said premium, whether for property or key-man life insurance, if applicable, will be added to the current outstanding loan balance and begin to accrue interest therefrom. (Provided that lender shall not be liable for any expenditure or for any failure to make such expenditure).

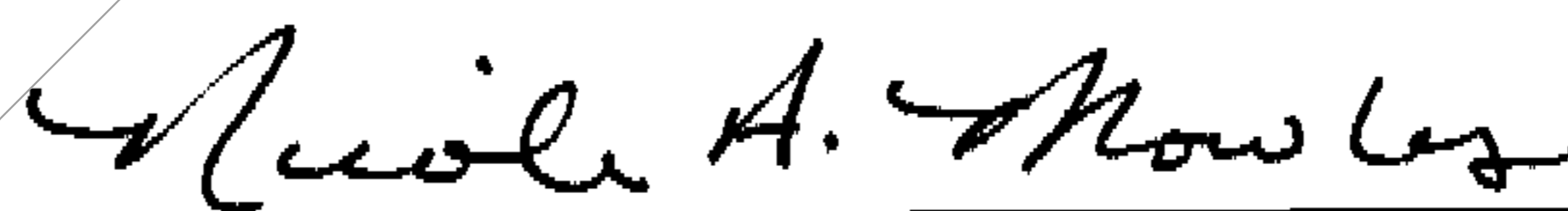
3. If default be made in the payment of this mortgage, or in any payment of any installment of interest or principal, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal, with interest, shall be due and payable, and this mortgage may be foreclosed and lender shall be entitled to the immediate possession of the premises and all rents and profits thereof. In the event action is brought to foreclose this mortgage that said party of the first part will pay all costs of collection and suit, including an attorney fee in reasonable amount which this mortgage also secures.

4. Borrowers, for said consideration, do hereby waive or not waive at option of mortgagee, appraisal of said real estate and all benefits of the homestead, exemption and stay laws of the State of Oklahoma.

5. As an alternative to judicial foreclosure, mortgagee, at mortgagee's option, may exercise a power of sale under the provisions of OKLA. STAT. ANN. tit. 46, §§ 41 et seq.

**A POWER OF SALE HAS BEEN GRANTED IN THIS MORTGAGE. A POWER OF SALE MAY ALLOW THE MORTGAGEE TO TAKE THE MORTGAGED PROPERTY AND SELL IT WITHOUT GOING TO COURT IN A FORECLOSURE ACTION UPON DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.**

Dated: January 22, 2004



Nicole Mowles, dba Custom Connections, Inc.



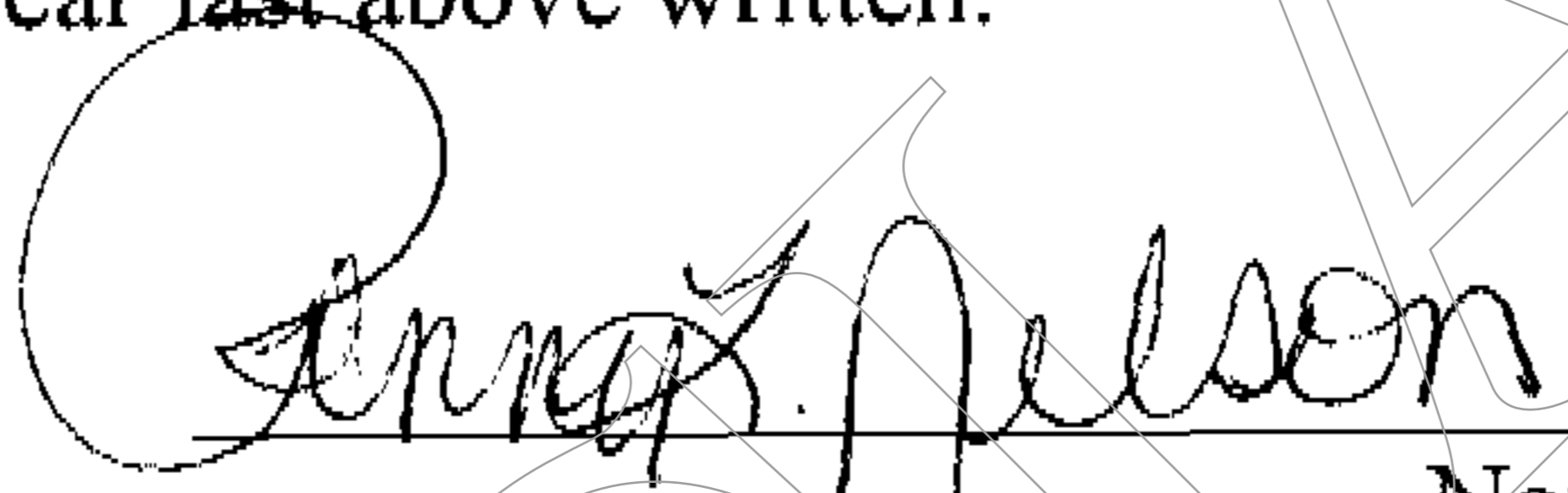
Leslie Mowles, dba Custom Connections, Inc.

**ACKNOWLEDGEMENT**

STATE OF OKLAHOMA        )  
  ) SS:  
COUNTY OF OKLAHOMA    )

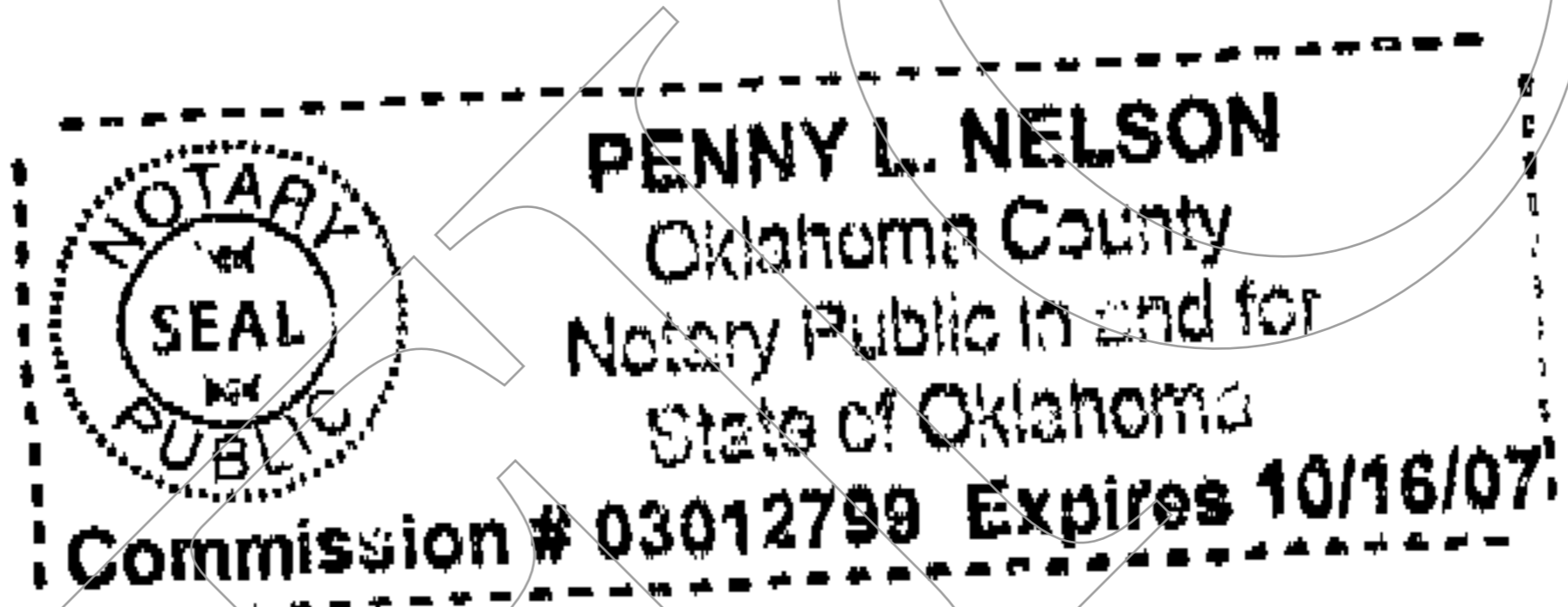
Before me, the undersigned, a Notary Public in and for said County and State, on this 22<sup>nd</sup> day of January, 2004, personally appeared Nicole Mowles and Leslie Mowles, Wife and Husband, dba Custom Connections, Inc., to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

10/16/2007



UNOFFICIAL

**EXHIBIT "A"**

The North 220.375 feet of the North Half of Block One (1), in WORLEY HEIGHTS, an addition to Oklahoma City, Oklahoma County, Oklahoma, according to the recorded plat thereof.

UNOFFICIAL