

COMPARED

218585 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Gertrude Robertson and Fred W. Robertson (her husband)

a _____ of Tulsa _____ County, Oklahoma, part ^{ies} of the first part, have mortgaged and hereby mortgage to A. Y. Boswell, Jr.of _____ part ^V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Eleven (11) in Block Two (2) in Boswell's Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to a prior mortgage in the amount of \$2400.00 in favor of Leonard and Braniff. Said mortgage bearing date of December 2nd, 1922.

TREASURERS ENDORSEMENT
I hereby certify that I received \$ 660.00 and is for tax on the within mortgage.
Record No. 7118
Dated this 9th day of Jan. 1923
WAYNE L. DICKY, County 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 SEVENTY FIVE & NO/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Monthly annually from Date

according to the terms of _____ installment _____ certain _____ promissory note _____ described as follows, to-wit:

One installment note, bearing date of November 1st, 1922, in the amount of \$1075.00, payable at the rate of \$25.00 and accrued interest, the first payment being in the amount of \$25.00 and being due on the 1st day of March, 1923 and a like payment of \$25.00 being due on the 1st day of each and every month thereafter until the principal sum of \$1075.00, together with accrued interest thereon, has been paid. Said interest to be paid monthly on the unpaid principal sum.

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.

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 ONE HUNDRED SEVEN & 50/100 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 1st day of November, 1922.

Gertrude Robertson SEAL.

Fred W. Robertson SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 9th day of January, 1923, personally appeared _____

Gertrude Robertson and Fred W. Robertson (her husband)

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 January 15th, 1923. (Seal) Cecil L. Henry, Notary Public.

I hereby certify that this instrument was filed for record in my office on 9 day of Jan. A. D., 1923

at 2:00 o'clock P. M. Book 402, Page 251

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