

220355 D.L.E.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. C. Upchurch and Helen Loretta Upchurch (Husband and wife) of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to A. Y. Boswell, Jr.

~~of~~ part of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Five (5) in Block Three
(3) in Boswell's Addition to the City
of Tulsa, Oklahoma., according to the
recorded plat thereof.

This mortgage is subject to a mortgage in favor
of the Calvert Mortgage Company of Baltimore, Md.,

said mortgage bearing date of November 29th, 1922
and being in the amount of \$3000.00.

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 SEVEN HUNDRED SEVENTY FIVE & NO/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Monthly ~~quarterly~~ from date

according to the terms of A ~~certain promissory note~~ Installment described as follows, to-wit:

One installment note, bearing date of January 15th, 1923, in the amount of \$775.00, payable at the rate of \$25.00 per month with accrued interest on deferred payments, the first payment being due on February 15th, 1923 and a like payment of \$25.00 being due on the 15th day of each and every month thereafter until the principal sum with accrued interest has been made. Interest to be paid monthly at the rate of eight per cent per annum.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ~~do~~ 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 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 SEVENTY 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 27th day of January, 1923.

W. C. Upchurch SEAL

Helen Loretta Upchurch SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 27th day of January, 1923, personally appeared W. C. Upchurch and Helen Loretta Upchurch

and ~~(Husband and 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 signature and official seal the day and year last above written.

My commission expires January 15th, 1927 (SEAL) Cecil L. Henry Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Jan, A. D., 1923, at 11 o'clock A. M. Book 402, Page 390

By Brady Brown (SEAL) Deputy C. G. Wenner County Clerk.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$322.44 and issued Receipt No. 2427 therefor in payment of mortgage tax on the within mortgage.
Filed this 29 day of Jan 1923
WAYNE L. BERRY, County Treasurer
W. L. B.