

222506 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. D. Boan and Essie Boan, husband and wife
a _____ of Tulsa County, Oklahoma, part ies of the first part, ha ve
mortgaged and hereby mortgage o Estelle Kennell
of _____ part y of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot Eleven (11) in Block three (3), East Highland
Addition to the city of Tulsa, according to the
recorded plat thereof;

TREASURER'S RECEIPT
I hereby certify that I received \$ 787 and issued
Receipt No. 787 therefor in payment of mortgage
tax on the within instrument.
Dated this 21 day of Feb 1923
WAYNE L. BICALY, County Treasurer

h g
Deputy

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 fifty and 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 21 certain promissory note s described as follows, to-wit:

Twenty (20) notes for Thirty-five dollars (\$35.00) each payable one
to twenty months after date and one (1) note for Fifty dollars (\$50.00)
payable twenty-one (21) months after date, said notes dated January
26, 1923.

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 y 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 Seventy-five and no/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 26 day of January, 1923.

E. D. Boan SEAL

Essie Boan SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 26
day of February, 1923, personally appeared _____

E. D. Boan and Essie Boan, 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 Nov. 29, 1924. (Seal) Leslie E. Brooks, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Feb. A. D., 1923
at 4:00 o'clock P. M. Book 402, Page 533
By Brady Brown, (Seal) O. G. Weaver, County Clerk.
Deputy.