

222548 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. O. Boyd and his wife, Marsha Boyd,

a \_\_\_\_\_ of Tulsa County, Oklahoma, part <sup>ies</sup> of the first part, ha<sup>ve</sup>  
 mortgaged and hereby mortgage to Robt. E. Adams and W. Frank Walker,  
 of \_\_\_\_\_ part <sup>ies</sup> of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of the North Twenty-two (22) feet of Lot Twenty-one (21) and the South Sixteen (16) feet of Lot Twenty (20) in Block Two (2) of Weaver Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$144 and issued  
 Receipt No. 7878 in payment of mortgage  
 due on the within instrument.  
 Dated this 23 day of Feb. 1923

WAYNE L. DICKLY, 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 \_\_\_\_\_

Eighteen hundred forty-six and no/100

DOLLARS

eight

with interest thereon at the rate of \_\_\_\_\_ per cent, per annum, payable \_\_\_\_\_ as stated \_\_\_\_\_ date

according to the terms of \_\_\_\_\_ 2 \_\_\_\_\_ certain promissory note \_\_\_\_\_ described as follows, to-wit:

One note for the sum of \$250.00 due on or before one years from date bearing interest at the rate of 8% per annum payable semi-annually; Also one note for the sum of \$1596.00 payable at the rate of \$17.80 per month for 47 months, balance remaining unpaid at the end of 48 months shall then become due and payable. Out of such monthly payments shall first be credited the interest due on the amount remaining unpaid from month to month on the \$1596.00 at the rate of 8% per annum computed and payable monthly, and the balance of such monthly payments shall be credited upon principal.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part <sup>ies</sup> 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, and to insure, and keep insured in favor of second party, buildings on said 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 <sup>ies</sup> shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part <sup>ies</sup> of the first part hereby agree \_\_\_\_\_, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ they \_\_\_\_\_ will pay a reasonable attorney's fee of \$10.00 and ten percent of the face hereof \_\_\_\_\_ DOLLARS, which this mortgage also secures.

Part <sup>ies</sup> 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 21st day of February, 1923.

C. O. Boyd

SEAL

Marsha Boyd

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 21st day of February, 1923, personally appeared \_\_\_\_\_

C. O. Boyd

and his wife, Marsha Boyd

to me known to be the identical person<sup>s</sup> who executed the within and foregoing instrument and acknowledged to me that they executed their the same as 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 Aug. 21, 1924. (Seal) C. E. Hart, Notary Public.

I hereby certify that this instrument was filed for record in my office on 23 day of Feb. A. D., 1923 at 11:10 o'clock A. M. Book 402, Page 539

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