

226761 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. E. Boswell and his wife Myra Boswell

a \_\_\_\_\_ of Tulsa County, Oklahoma, part 19 of the first part, have  
mortgaged and hereby mortgage to L. P. Lewis  
of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Nineteen (19) Block Twelve (12) according to the Re-subdivision  
of Block Six (6) and Lots One (1), Two (2) and Three (3) of Block  
Four (4) of Terrace Drive Addition to the city of Tulsa, Oklahoma,  
according to the Recorded Plat thereof.

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 \_\_\_\_\_

Eleven Hundred Forty and No/100 (\$1140.00)

DOLLARS.

Eight

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

according to the terms of 32 certain promissory notes \_\_\_\_\_ described as follows, to-wit:

32 notes numbered 1 to 32 inclusive, of even date, first note due one month  
from date and one note due on even date of each and every month thereafter  
until all 32 notes are paid, with interest at the rate of 8 per annum, payable  
monthly on entire unpaid sum.

Any or all of this mortgage may be paid at any time by paying interest thereon  
to date of payment.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 19 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 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, they \_\_\_\_\_ will pay a  
reasonable attorney's fee of 10% of unpaid principal and Ten \_\_\_\_\_ DOLLARS,  
which this mortgage also secures.

Part ies of the first part, for said consideration, do \_\_\_\_\_ hereby expressly waive appraisement of said real estate and all benefit of  
the homestead, exemption and stay laws in Oklahoma.

Dated this 5th day of April, 19 23

W. E. Boswell

SEAL

Myra Boswell

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this third  
day of April, 19 23, personally appeared \_\_\_\_\_

W. E. Boswell

and Myra Boswell, his wife

to me known to be the identical persons \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that they \_\_\_\_\_ executed  
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 March 4th, 1924. (Seal) Harold J. Sullivan, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of April, A. D., 1923  
at 2:30 o'clock P. M. Book 439, Page 247

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