

COMPARED

MORTGAGE RECORD NO. 439

229205 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. W. Boggs and Eva Boggs, husband and wife

a of Tulsa, Tulsa County, Oklahoma, part 1st the first part, ha. 1st

mortgaged and hereby mortgage to Arnold Ledbetter

of part 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The East Half of Lot Five (5), Block Three (3) in Vern
Subdivision according to the Amended plat thereof. Same
being an addition to the city of Tulsa, Oklahoma.

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

Fourteen Hundred 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 one certain promissory note described as follows, to-wit: - Copy attached hereto-

\$1400.00

Copy.

Tulsa, Okla. May 1, 1923.

For value received, I, we, or either of us promise to pay to the order of Arnold Ledbetter the sum of Fourteen Hundred and No/100 Dollars (\$1400.00) in installments of Thirty Dollars (\$30.00) per month; said installments to be paid on or before the 1st day of each and every month hereafter, beginning the 1st day of June 1923, deferred payments to bear interest at the rate of 8 per cent per annum from date hereof until paid; interest payable monthly. If any of said installments becomes delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the Bank, Tulsa, Okla. This note is secured by Real Estate mortgage on 1/2 of Lot 5 Block 3 in Vern Addition to Tulsa, Okla. The makers and endorsers hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and agree that extensions of time for payment may be granted by the holders hereof without notice. In case of legal proceedings to collect this note, or in case this note is handed to an attorney for collection, I, we, or either of us, agree to pay ten per cent of the total amount herein, additional as attorney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st. Shereby 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 1st. shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 1st. 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 One Hundred and Fifty DOLLARS, which this mortgage also secures.

Part 1st. 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 First day of May, 1923

G. W. Boggs

SEAL

Eva Boggs

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this First

day of May, 1923, personally appeared

G. W. Boggs

and Eva Boggs

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 Aug. 9, 1926. (Seal)

Mildred Goodson

Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of May, A. D., 1923.

at 9:30 o'clock A. M. Book 439, Page 432

By Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk.