

230705 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Elsie Aileen Brauch and James D. Brauch (wife and husband) of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to A. Y. Roswell, Jr. of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty Four (24) in Block One (1) in Hi-Points Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject to a prior mortgage in favor of the Industrial Building & Loan Association of Tulsa, Oklahoma, in the amount of \$1650.00. Said mortgage bearing date of May 9th, 1923.

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

Nine Hundred Seventy & 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 a certain promissory note described as follows, to-wit:

One installment note, bearing date of May 10th, 1923, in the amount of \$970.00, payable at the rate of \$25.00 per month and accrued interest, the first payment being due May 15th, 1923 and a like payment of \$25.00 and accrued interest due and payable on the 15th day of each and every month thereafter until the unpaid principal sum with accrued interest has been paid. Interest to accrue at the rate of eight per cent per annum, payable monthly on unpaid principal sum.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 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 party 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 Ninety Seven & No/100 DOLLARS, which this mortgage also secures.

Parties 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 10th day of May, 1923.

Elsie Aileen Brauch

SEAL

James D. Brauch

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - -, a Notary Public in and for said County and State, on this 10th day of May, 1923, personally appeared

Elsie Aileen Brauch and James D. Brauch (wife and husband)

and 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 16 day of May, A. D., 1923

at 2:40 o'clock P. M. Book 439, Page 525

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