

COMFARED

231429 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Andrew J. Wallace and Leola Wallace (husband and wife)a _____ of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to A. Y. Boswell, Jr.of _____ 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 Three (3) in Block One (1) in Hi-Pointe 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 Home Building & Loan Association of Tulsa, Oklahoma, in the amount of \$600.00. Said mortgage bearing date of May 4th, 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 TEN & 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 Installment certainty promissory note _____ described as follows, to-wit:

One installment note, bearing date of May 22nd, 1923, in the amount of \$910.00, payable at the rate of \$25.00 per month with accrued interest, the first payment being due on June 1st, 1923 and a like payment of \$25.00 and accrued interest due on the first day of each and every month thereafter until the unpaid principal sum has been paid with accrued interest. Interest to accrue at the rate of eight per cent per annu., 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 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. 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, _____ will pay a reasonable attorney's fee of Ninety One & No/100 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 22nd day of May, 19 23

Andrew J. Wallace

SEAL

Leola Wallace

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 22nd day of May, 19 23, personally appeared _____

Andrew J. Wallace and Leola Wallace (husband and 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 January 15th, 1927. (Seal) Cecil L. Henry, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of May, A. D., 19 23 at 10:00 o'clock A. M. Book 439, Page 313

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