

#31675 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Louise McCully and R.S. McCully, (wife and husband)

a of Tulsa, County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to A.Y. Boswell, Jr. of part 2 of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

I hereby certify that I received 60¢  
Book No. 9733 thereof as payment of mortgage  
on the within mortgage.  
Dated this 26 day of May, 1923  
WAYNE L. DICKLY, County Treasurer

All of Lot Nine (9) in Block Four (4)  
in Boswell's Addition to the City of  
Tulsa, Oklahoma, according to the recorded  
plat thereof.

This mortgage is subject to a prior mortgage  
in favor of Leonard & Braniff, in the amount  
of \$2800.00. Said mortgage bearing date of  
May 15th, 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 Fifty Eight & 08/100 -----  
----- DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~XXXXXX~~ from date  
according to the terms of A Installment ~~XXXXXX~~ note described as follows, to-wit:

One installment note, bearing date of August 15th, 1922, in  
the amount of \$958.08, payable at the rate of \$25.00 per month  
and accrued interest, the first payment being due October 15th  
1922, and a like payment of \$25.00 due and payable on the 15th  
day of each and every month thereafter until the unpaid principal  
sum has been paid, together with accrued interest. All payments  
bearing interest at the rate of eight per cent per annum from date,  
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 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 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 Six & No/100 ----- DOLLARS,  
which this mortgage also secures.

Parties 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 25th day of May, 1923.

Louise McCully SEAL  
R.S. McCully, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 25th  
day of May, 1923, personally appeared Louise McCully and R.S. McCully,  
(Wife and husband)

to me known to be the identical person 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 26 day of May A. D., 1923  
at 11:10 o'clock A. M. Book 439, Page 625

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