

#233328 NS

Overbay Bros. Builders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R.S. Fraser and Stella Fraser, (husband and wife,)
 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 Four (4) in Block Two (2) in
 Boswell's Addition to the City of Tulsa,
 Oklahoma, according to the recorded plat.

This mortgage is subject to a prior mortgage in favor of
 the Fidelity Building & Loan Association of Shawnee,
 Oklahoma, in the amount of \$3500.00. Said mortgage bearing
 date of June 8th, 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 Seventeen Hundred & No/100
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from Date
 according to the terms of a certain installment note ----- described as follows, to-wit:

One installment note, bearing date of June 9th, 1923, in the
 amount of \$1700.00, payable at the rate of \$25.00 with accrued
 interest, the first payment being due and payable on the 1st
 day of July, 1923, and a like payment of \$25.00 and accrued
 interest on the first day of each and every month thereafter
 until the unpaid principal sum with accrued interest has been paid.
 All payments bearing interest at the rate of eight per cent per
 annum, payable monthly on unpaid principal sum.

TREASURER'S RECEIPT
 I hereby certify that I received \$1,700 and issue
 Receipt No. 18068 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 16 day of June, 1923.
 WAYNE L. DICKY, County Treasurer
A.J.
 Deputy

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 not to commit or allow waste to be committed upon 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said parties 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 Seventy & 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 9th day of June, 1923.

R.S. Fraser SEAL

Stella Fraser, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 11th
 day of June, 1923, personally appeared R.S. Fraser and Stella Fraser,
 (Husband and wife,)

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 15 day of June, A. D., 1923
 at 11:15 o'clock A. M. Book 439, Page 122
 By Brady Brown Deputy, O.G. Weaver, County Clerk
 (SEAL)