

234246 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ralph E. Lester and Helen A. Lester (husband and wife)
 a Tulsa of Tulsa County, Oklahoma, part ies of the first part, ha ve
 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 Two (2) in Block Two (2) 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 \$900.00. Said
 mortgage bearing date of June 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 & No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable quarterly from date
 according to the terms of a certain installment promissory note described as follows, to-wit:

One installment note bearing date of June 23rd, 1923, in the amount
 of \$900.00, payable at the rate of \$25.00 per month, the first payment
 being due and payable on the 1st day of July, 1923 and a like payment
 being due and payable on the first day of each and every month thereafter
 until the unpaid principal sum has been paid, together with accrued.
 Interest payable quarterly from date at the rate of eight per cent per
 annum.

Recorded 10304 548
 Date 27 June 1923
 WATSON L. HENRY, County Clerk
 A. J.

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 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 part y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, ies will pay a
 reasonable attorney's fee of Ninety & No/100 DOLLARS
 which this mortgage also secures.

Part ies 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 23rd day of June, 19 23.

Ralph E. Lester

SEAL

Helen A. Lester

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, June, 19 23, a Notary Public in and for said County and State on this 23rd
 day of June, 19 23, personally appeared
Ralph E. Lester and Helen A. Lester (husband and wife)

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 26 day of June, A. D., 19 23
 at 2:45 o'clock P. M. Book 439, Page 187
 By Brady Brown, Deputy, (Seal) O. G. Weaver, County Clerk