

232103 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, part ies of the first part, have mortgaged and hereby mortgage to A. Y. Boswell Jr. of Tulsa County, Oklahoma, part ies 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-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 Industrial Building and Loan Association of Tulsa, Oklahoma, in the amount of \$2300.00. Said mortgage being dated May 23rd, 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 annuallly from date according to the terms of a certain installment 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 and accrued interest on unpaid principal sum, the first payment being due and payable on May 15th, 1923 and a like payment due on the 15th 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.

I hereby certify that I received 60 and issued Receipt No 9818 therefor in payment of mortgage on the within mortgage.  
Dated this 1 day of June, 1923  
WAYNE E. DICKEY, County Treasurer  
A. J. Deputy

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 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 the second party shall be entitled to the immediate possession 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 Seven & 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 24th day of May, 19 23.

Elsie Aileen Brauch

SEAL

James D. Brauch

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, May, 23, a Notary Public in and for said County and State on this 24th day of May, 19 23, personally appeared

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

and ies 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 1 day of June, A. D., 19 23 at 10:00 o'clock A. M. Book 439, Page 27

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