

Overlay Proc. Binders

257292 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. B. Lemmon and Julia Lemmon (husband and wife)  
of Tulsa County, Oklahoma, part 19 of the first part, ha Y9  
mortgaged and hereby mortgage to A. Y. Boswell, Jr.  
of part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

All of Lot Twelve (12) 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 the  
amount of \$3500.00 in favor of the Fidelity Building  
& Loan Association of Shawnee, Oklahoma, Said mortgage  
bearing date of May 9th, 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 TWENTY TWO HUNDRED FIFTY & NO/100 DOLLARS,  
with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date  
according to the terms of an certain installment promissory note described as follows, to-wit:

One installment note in the amount of \$2250.00, bearing date of August  
1st, 1923, payable at the rate of \$20.00 per month with accrued interest,  
the first payment being due on the first day of September, 1923 in the  
amount of \$20.00 and accrued interest and a like payment of \$20.00 with  
accrued interest due on the first day of each and every month thereafter  
until the unpaid principal sum with accrued interest has been paid. Interest  
to accrue at the rate of eight per cent per annum, payable monthly on unpaid  
principal sum.

TREASURER'S FORSEMENT

I hereby certify that I received \$20 and issued  
Receipt No. 10205 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 3 day of Aug 192 3  
W W Stuckey County Treasurer  
H. S. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>ies</sup> 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<sup>ies</sup> shall be entitled to the immediate pos-  
session of the premises and all the rents and profits thereof.

Said part<sup>ies</sup> 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 Two Hundred Twenty Five & No/100 DOLLARS  
which this mortgage also secures.

Part<sup>ies</sup> 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 1st day of August, 19 23

O. B. Lemmon SEAL  
Julia Lemmon SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me,       , a Notary Public in and for said County and State on this 1st  
day of August, 19 23, personally appeared

O. B. Lemmon and Julia Lemmon (husband and wife)  
and         
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 Jan. 10-1927 (Seal) R. M. Alderson Notary Public

I hereby certify that this instrument was filed for record in my office on 3 day of August, A. D., 1923  
at 3:40 o'clock P. M. Book 439, Page 409  
By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk