

COMPARED

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Overbay Bros., Builders

237916 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. D. Pearson and Margaret Pearson (husband and wife) a \_\_\_\_\_ of Tulsa County, Oklahoma, part ies of the first part, have mortgaged and hereby mortgage to A. Y. Boswell, Jr. of \_\_\_\_\_ part X of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Six (6) in Block Two (2) 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 and Braniff in the amount of \$3150.00. Said mortgage being dated August 6th, 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 Eight Hundred Fifty & No/100 DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly amountly from date according to the terms of A certain installment promissory note described as follows, to-wit:

One installment note, bearing date of August 8th, 1923, in the amount of \$850.00, payable at the rate of \$25.00 per month with accrued interest from date, the first payment of \$25.00 and accrued interest being due and payable on the 15th day of August, 1923 and a like payment of \$25.00 and accrued interest due and payable 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.

## TREASURER'S ENDORSEMENT

I hereby certify that I received 32 Receipt No. 1075 the 13 day of August 1923 tax on the within mortgage.  
Dated this 13 day of August 1923  
W. D. Pearson County Treasurer  
R. A. B. 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 part y 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 Eighty Five & 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 8th day of August, 1923

W. D. Pearson SEAL

Margaret Pearson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State on this 8th day of August, 1923, personally appeared \_\_\_\_\_

and W. D. Pearson and Margaret Pearson (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 10, 1927. (Seal) John M. Wilson, Notary Public

I hereby certify that this instrument was filed for record in my office on 13 day of August A. D., 1923 at 3:30 o'clock P. M. Book 439, Page 453

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