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Overbay Bros. Binders

238123 C.M.J.

and the second s

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Nine Anne Martin and Stanley I. Martin(wife and husband) of Tulsa, Oklahoma Gounty, Oklahoma, parties of the first part, he ye mortgaged and hereby mortgage to A. Y. Boswell, Jr.

of party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Nineteen (19)in Block Two (2) inBoswell's Addition to the city of Tulsa, Uklahoma, according to the recorded plat thereof.

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 May 9th, 1923.

with	all the improvement	ents thereon and	appurtenance	s thereto belor	iging, and w	arrant the title	to the se	ıme-		
	This mortgage i	s given to secur	the principa	il sum of	·					 <u> </u>
	This mortgage i	Eleven	Hundred	Seventy	Seven &	50/100				DOLLARS
with	interest thereon	t the rate of 8	ner cent. ne	er annim, nav	ble month	LY amountly	from.	date	4.1	
ассо	interest thereon a	s of	certain pro	nstallmei missory note-	nt	described as	follows,	to-wit:		

One installment note, bearing date of August 14th, 1923, in the amount \$1177.50, payable at the rate of \$20.00 per month including interest, the first payment being due on the 15th day of September, 1923, and a like payment of \$20.00 due and payable on the 15th 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 amum, payable monthly being deducted from the \$20.00 monthly payment and balance of \$20.00 applied to unpaid principal sum of note.

TREASURERS EMPORAMENT

Thereby certify that I received \$\frac{2}{2}\$ and issued

Receipt No. \(\frac{1}{2} \) thereby the payment of mertgage

tax on the within mortgage.

Dated this \(\frac{5}{2} \) day of \(\frac{162}{2} \)

W W Muckey \(\frac{162}{2} \)

Reserved

Reserved

Reserved

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part _____energy 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 mortage 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 mortage may be forcelosed and the second part_v shall be entitled to the immediate possession of the premises and all the rents and profits thereof. Said part_105 the first part hereby agree____, that in the event action is brought to foreclose this mortgage,____ reasonable attorney's fee of ______One Hundred Seventeen & No/100 which this mortgage also secures. Part_1.08 the first part, for said consideration, do____hereby expressly waive appraisement of said real estate and all benefit of omestead, exemption and stay laws in Okiahoma. Dated this 14th day of August 19 23 Nina Anne Martin Stanley L. Martin STATE OF OKLAHOMA, County of Tulsa, ss: , a Notary Public in and for said County and State on this 14th day of ____August Nina Anne Martin and Stanley and L. Martin (wife and husband) 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____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, I hereby certify that this instrument was filed for record in my office on 15 day of August A. D., 19 23 4:30 o'clock P. M. Book 489, Page 467 Srady Brown. Deputy. (Seal.) O. G. Weaver, County Clerk

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