

MORTGAGE RECORD NO. 465

#244308 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Julia Alexander and J.D. Alexander, (wife and husband, of Tulsa, County, Oklahoma, part ies of the first part, ha ve 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:

by certifying received \$200 and issued 13887 in payment of mortgage

13 day of Nov, 1923
by County Treasurer
J.B.

All of Lot Four (4) in Block One (1) 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 the Home Savings & Loan Association of Bartlesville, Oklahoma, in the amount of \$3000.00. Said mortgage bearing date of October 15th, 1923,

Permission is hereby granted to said parties of the first part to mature any part or all of the above principal sum at any time, without additional charge.

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 Two Thousand Eleven & 60/100 DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly xxxx from date installment according to the terms of A certain promissory note described as follows, to-wit:

One installment note, bearing date of October 15th, 1923, in the amount of \$2011.60, payable at the rate of \$28.20 per month, the first payment of \$28.20 being due and payable on the 15th day of November, 1923, and a like payment of \$28.20 being 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 annum, payable monthly; Interest to be deducted from said payment of \$28.20 and balance of said payment to be applied to unpaid principal sum.

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 on 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 second part V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies 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 & 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 30th day of October, 1923

Julia Alexander SEAL

J.D. Alexander, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 30th day of October, 1923, personally appeared Julia Alexander and J.D. Alexander, (wife and husband)

MEY 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 13 day of Nov, A.D. 1923 at 10:30 o'clock A. M.

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