

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. C. Hendrix and Gladys Hendrix, (Husband and wife,)  
of Tulsa County, Oklahoma, part 1st of the first part, have  
mortgaged and hereby mortgage to A. Y. Boswell, Jr.  
of Tulsa County, Oklahoma, part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty Two (22) in Block Two (2)  
in Hi-Points 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  
Building & Loan Association of Tulsa, Oklahoma, in the amount of  
\$1100.00. Said mortgage bearing date of November 5th, 1923.

RECEIVED  
I hereby certify that I received \$ 36 and issue  
Receipt for 2387 payment of mortgage  
tax on the within instrument  
Dated this 13 day of Nov, 1923  
W. W. Stuckey, County Treasurer

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 Ninety Four & 72/100 DOLLARS,  
with interest thereon at the rate of 8 per cent, per annum, payable monthly from date  
according to the terms of Installment note described as follows, to-wit:

One installment note, bearing date of November 1st, 1923, in the  
amount of \$894.72, payable at the rate of \$25.00 per month and  
accrued interest on unpaid principal sum, the first payment of  
\$25.00 and accrued interest due and payable on the 1st day of  
December 1923, and a like payment of \$25.00 and accrued interest  
due and payable on the 1st 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 percent per annum,  
payable monthly on 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 Y 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, 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 7th day of November, 1923.

R. C. Hendrix SEAL

Gladys Hendrix, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 7th  
day of November, 1923, personally appeared R. C. Hendrix and Gladys Hendrix,  
(husband and wife,)

and -----  
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 10:20 o'clock A. M.

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