

216210 C.M.J.

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Winnie Henry and J. W. Henry her husband

of _____ County, Oklahoma, part ^{ies} of the first part, have
 mortgaged and hereby mortgage to Ruth I. Agard

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

The west thirty feet (30 ft.) of Lot Fifteen (15) and
 the East ten feet (10) of Lot Sixteen (16) in Block
 Six (6) in Highlands Second Addition to the city of
 Tulsa Oklahoma.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 848 and interest
 Receipt No. 66-82 therefor in payment of mortgage
 tax on the within mortgage
 Dated this 12 day of Dec 1922
 WAYNE L. DICKEY, 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 _____

Fourteen Hundred forty & No/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Monthly ~~annually~~ from date

according to the terms of 36 certain promissory note 8 described as follows, to-wit:

36 Certain promissory notes all dated Dec. 2nd, 1922 all in the amount
 of \$40.00 each the first note being due and payable on the 2nd day of
 January 1923 and one note due and payable on the 2nd day of each and
 every month thereafter until paid together with interest at the rate
 of 8% per annum payable monthly, on such sums as remain from time to
 time unpaid.

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.

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 Ten dollars & 10% 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 2nd day of December, 1922

Winnie Henry

SEAL

J. W. Henry

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 2nd
December day of 1922, personally appeared _____

Winnie Henry

and J. W. Henry her 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 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 Feb. 4th, 1925. (Seal) Lewis G. Melone, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Dec. A. D. 1922
 at 1:45 o'clock P. M. Book 402, Page 115

By F. Delman, Deputy, (Seal) O. D. Lawson, County Clerk.