

216211 C.M.J.

REAL ESTATE MORTGAGE

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

a of Tulsa County, Oklahoma, part ^{ies} of the first part, ha^{ve}
mortgaged and hereby mortgage to Ruth I. Agardof 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 according to the recorded
plat thereof.

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

One Thousand Ten Dollars & No/100

DOLLARS

with interest thereon at the rate of ⁸ per cent, per annum, payable Monthly annually from Dateaccording to the terms of ²⁶ certain promissory note ^S described as follows, to-wit:

26 certain promissory notes dated December 2nd 1922 the first twenty five
being in the amount of \$40.00 each and the last note in the amount of
\$10.00. One note being due and payable thirty seven months after date
and one note due and payable each and every month thereafter until all
have been paid in full together with interest at the rate of 8% per
annum payable monthly on each note at its maturity.

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 and 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
day of December, 1922, personally appeared

Winnie Henry

J. W. Henry

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 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 1:50 o'clock P. M. Book 402, Page 116

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