

The News-Dispatch Print & Audit Co., Shawnee, Okla.
219190 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. L. Bailey and Ethel B. Bailey, (his wife)
a _____ of Tulsa County, Oklahoma, part ies of the first part, ha s
mortgaged and hereby mortgage to Agard Building Company
of _____ part X of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

All of lot five (5) in block one (1) Bell-McNeal
Addition to the city of Tulsa, Oklahoma, according
to the recorded plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 100 and issued
Receipt No. 7227 therefor in payment of mortgage
tax on the within mortgage.

Dated this 16 day of Jan 1923

WAYNE L. DICKY, County Treasurer

B.W.

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 _____

Twenty Five Hundred and No/100 (\$2500.00)

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 s described as follows, to-wit:

Thirty five notes in the sum of \$50.00 each, of date January
2nd, 1923 including interest at the rate of 8% per annum,
due and payable monthly and one note in the sum of \$1198.72
including interest, payable in 36 months from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby
covenant s and agree s 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 X 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 s, that in the event action is brought to foreclose this mortgage, s will pay a
reasonable attorney's fee of ONE HUNDRED (\$100.00) DOLLARS,
which this mortgage also secures.

Part ies of the first part, for said consideration, do s 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 January, 1923.

J. L. Bailey

SEAL

Ethel B. Bailey

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 13th
day of January, 1923, personally appeared _____

J. L. Bailey and Ethel B. Bailey, his 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 Jan. 5, 1927. (Seal) Florence Hare, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of Jan. A. D. 1923
at 11:30 o'clock A. M. Book 402, Page 310

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