

The New Dispatch Print & Audit Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. H. Agard,

of Tulsa, County, Oklahoma, part Y of the first part, ha..S..

mortgaged and hereby mortgage to R.H. Agard,

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

TRUSTEES' ENDORSEMENT

Indorsed by authority of the Board of Directors of the Tulsa County Treasurer's Office, No. 7706, in payment of mortgage for the within mortgage.

Dated this 12 day of Feb, 1923

WAYNE L. DICKEY, County Treasurer

W. G. Agard  
Deputy

All of Lot Six (6) Block Fourteen (14)

Irving Place Addition to the City of Tulsa,

Okla., 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

Eighteen Hundred and 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 S described as follows, to-wit:

Thirty six notes in the amount of \$50.00 each, the first note being due and payable one month from date and one note due and payable each and every month on the 7th day until the full amount of this mortgage has been paid in full, 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 party Y 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 Y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party Y of the first part hereby agree S that in the event action is brought to foreclose this mortgage, She will pay a reasonable attorney's fee of 10% of this mortgage and \$10.00 DOLLARS, which this mortgage also secures.

Part Y of the first part, for said consideration, do ES 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 February, 1923.

L. H. Agard, SEAL

W. G. Agard, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 10th day of February, 1923, personally appeared L.H. Agard, and W.G. Agard, 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 Oct. 24, 1924. (SEAL) R.D. Hudson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Feb. A. D. 1923.

at 2:20 o'clock P. M. Book 402, Page 481

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