

The News-Dispatch Print & Audit Co., Shawnee, Okla.

222793 C.M.J.

# REAL ESTATE MORTGAGE

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

a \_\_\_\_\_ of Tulsa County, Oklahoma, part Y of the first part, has  
mortgaged and hereby mortgages <sup>s</sup> to Ruth I. Agard  
of \_\_\_\_\_ part Y of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

Lot Seventeen (17) Block "A" Joe Sub-Division to the City of Tulsa according to the recorded plat thereof.

I hereby certify that the sum of \$54.00 was received from the within named person in payment of the above page of the within account.

Dated this 26<sup>th</sup> day of Feb. 1923.

WAYNE L. DICKREY, 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

Nine 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 notes, described as follows, to-wit:

All notes dated the 26th of February 1923, and all for an amount of \$25.00 each. The first note due and payable on the 4th day of April 1923, and one note due and payable on the 4th day of 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 all sums which remain from time to time unpaid.

This Mortgage is given subject to a first mortgage of \$1000.00 due in three years, as shown of record.

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, 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 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 appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 26th day of February 1923

L. H. Agard

W. G. Agard

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this \_\_\_\_\_ 26th day of \_\_\_\_\_ February 19. 23 personally appeared \_\_\_\_\_

L. H. Agard and W. G. Agard, her husband

to me known to be the identical person<sup>s</sup> 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. 24th, 1925. (Seal) J. Edgar Freeman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 26 day of Feb. A. D. 1923

at 11:20 o'clock, A. M. Book 402, Page 555

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