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REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. A. Marshalla ss of Tulsa County, Oklahoma, part y of the first part, ha...mortgaged and hereby mortgag^{ss} to L. H. Agardpart y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Eleven (11) Block Two (2) Melrose

Addition to the City of Tulsa, according to

the recorded plat thereof.

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 WAYNE L. BAILEY, County Treasurer
 W. B.
 Deputy

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 and no/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable Monthly annually from Dateaccording to the terms of 36 certain promissory note ss described as follows, to-wit:

Thirty six notes for \$40.00 each. the first note due and payable on the 24th. day of March 1923 and one note due and payable on the 24th. day of each and every month thereafter untill 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.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part y hereby covenant ss and agree ss 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 part y of the first part hereby agree ss, that in the event action is brought to foreclose this mortgage, he 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 ss hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 24th day of February, 1923H. A. Marshall SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, _____, a Notary Public in and for said County and State, on this 24thday of February, 1923 personally appeared H. A. Marshall

XXXX

to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executedthe same as his free and voluntary act and deed, for the uses and purposes therein set forth.Witness my ~~XXXX~~ hand 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 28 day of Feby. A. D. 1923at 11.20 o'clock A M. Book 402, Page 568By Brady Brown (SEAL) O. G. WEAVER County Clerk.