

#223134 NS

The Next-Orbach Print & Audit Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T.R. Brace and Nadine Brace, his wife,

of Tulsa, County, Oklahoma, part 1st of the first part, ha. VE

mortgaged and hereby mortgage 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:

TREASURER'S ENDORSEMENT

I hereby certify that I received \$84.00 and issued
Receipt No. 1920. Amount in payment of mortgage
due on this within 10 days.

Dated this 1 day of March 1923

WAYNE L. DICKEY, County Treasurer

Deputy

Lot One, in Block Nineteen (19)
Irving Place Addition to the City
of Tulsa, 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

Fourteen Hundred forty and no/100 (\$1440.00) - - - - - DOLLARS
eight

with interest thereon at the rate of 8 per cent, per annum, payable - - - - - annually from - - - - - date

according to the terms of 36 certain promissory note described as follows, to-wit:

Thirty six notes for \$40.00 each; the first note due and payable
on the 27th day of March 1923, and one note due and payable on
the 27th 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. All, or any part of this mortgage may be paid at any
interest paying period.

This mortgage is subejot to a prior mortgage of \$2500.00 which
is of record.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said parties 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 One Hundred forty and no/100 - - - - - \$ DOLLARS,
which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefit of the
homestead, exemption and stay laws in Oklahoma.

Dated this 27th day of February, 1923

T. R. Brace, SEAL.

Nadine Brace, SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, - - - - - a Notary Public in and for said County and State, on this 27th
day of February, 1923, personally appeared T.R. Brace and Nadine Brace, his wife,

to me known to be the identical person, 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 hand and official seal the day and year last above written.

My commission expires Mar. 17, 1926. (SEAL) T.A. Trusty, Notary Public.

I hereby certify that this instrument was filed for record in my office on 1st day of March, A. D. 1923
at 8:00 o'clock A.M. Book 402, Page 575

By Brady Brown, Deputy. O.G. Weaver, County Clerk.

(SEAL)