

MORTGAGE RECORD NO. 402

The New-Delaware Print & Audit Co., Chicago, Okla.

215490 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS That

James L. Daniel and Etta Daniel his wife

of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Euth I. Agard

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

Lot Six (6) in Block Twenty three (23) in Irving Place Addition to the city of Tulsa Oklahoma according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 84 and issued Receipt No. 631 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

W.L.D.

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 & No/100

DOLLARS

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

according to the terms of 36 certain promissory note 8 described as follows, to-wit:

36 certain promissory notes in the amount of \$40.00 each dated Nov. 29th, 1922. The first note being due and payable on the 29th day of Dec. 1922 and one note due and payable on the 29th day of Dec. 1922 and one note due and payable on the 29th 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 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 parties 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 V 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, they will pay a reasonable attorney's fee of Ten Dollars and 10% DOLLARS, which this mortgage also secures.

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

Dated this 29th day of November, 1922.

James L. Daniel

SEAL

Etta Daniel

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 29th day of November, 1922, personally appeared

James L. Daniel

and Etta Daniel his wife

to me known to be the identical persons 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 Feb. 4th, 1925. (Seal)

Lewis G. Melone,

Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Dec. A. D. 1922 at 9:50 o'clock A. M. Book 402, Page 64

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk