

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

215491 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That James L. Daniel and Etta Daniel his wife

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

of _____ part X 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 \$ 40 and issued
 Receipt No. 1021 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 5 day of Dec, 192 2

WAYNE L. DICKEY, 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 _____

Ten Hundred Ten & 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 26 certain promissory note S described as follows, to-wit:

26 certain promissory notes dated November 29th, 1922 the first twenty
 five being in the amount of \$40.00 each and the last note for \$10.00.
 The first note being due and payable thirty seven months after date and
 one note due 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 each note at its maturity.

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 parties 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 Ten Dollars & 10% 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 29th day of November, 19 22.

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, 19 22, personally appeared _____

James L. Daniel

and Etta Daniel, his wife

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 Feb. 4th, 1925. (Seal) Lewis G. Malone, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Dec. A. D. 19 22
 at 10:00 o'clock A.M. Book 402, Page 65

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