

COMPARED

#249178 NS

MORTGAGE RECORD NO. 403

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REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J.M. McFarland and Margaret McFarland, his wife,

a _____ of Tulsa, _____ County, Oklahoma, parties of the first part, have 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:

The West Twenty Five (25) feet of Lot Four (4) Block Thirteen (13) Irving Place Addition to the City of Tulsa, and the East Fifteen (15) feet of Lots One (1) and Two (2) Block One (1) New Irving Place Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage being executed and given for a part of the balance of the purchase price, and as a part and parcel of the transaction whereby first party, purchases, the same from second party.

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 Twelve Hundred Sixty - - - - -

DOLLARS

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

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

Thirty six notes in the amount of \$35.00 each. The first of which is due and payable on the 5th day of February, 1924, and one note due and payable on the 5th day of each and every month thereafter, until all notes have been paid in full together with interest at the rate of 8% per annum, payable monthly on a prorated basis; All notes dated the 12th of January 1924, and signed by J.M. McFarland and Margaret McFarland.

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, 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 party 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 10% of this mortgage and \$10.00 DOLLARS, which this mortgage also secures.

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

Dated this 12th day of January, 1924

J.M. McFarland SEAL

Margaret McFarland SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 12th day of January, 1924, personally appeared J.M. McFarland and Margaret McFarland, his wife,

and _____ 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 signature and official seal the day and year last above written.

My commission expires Jan. 16, 1927. (SEAL) J.O. Dikis Notary Public.

I hereby certify that this instrument was filed for record in my office on 17 day of Jan. A. D. 1924 at 10:10 o'clock A. M. Book 403, Page 3

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