

The News-Dispatch Print & Job Co., Shreveport, La.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That F. K. Aggers and Beatrice Aggers, (husband and wife) of Tulsa, County, Oklahoma, part ies of the first part, ha ve mortgaged and hereby mortgage to W. L. McCaskey, of Tulsa, County, Oklahoma, part ies of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twenty One (21) in Block Two (2) Pilcher Summit Addition to Tulsa, State of Oklahoma, according to recorded plat and survey thereof.

This mortgage is given subject to a first mortgage in the sum of \$3500.00 dated October 23rd, 1923, in favor of the Southwestern Mortgage Company of Roff, Oklahoma.

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 Twenty Six Hundred Twenty Five (\$2625.00) - - - -

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

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

*** This note is secured by second mortgage on Lot (21) Block Two (2) in Pilcher Summit Addition to Tulsa, Oklahoma.

Tulsa, Oklahoma, January 19th, 1924, For value received, I, we, or either of us promise to pay to the order of W.L. McCaskey the sum of twenty six hundred twenty five dollars (\$2625.00) in installments of Twenty five dollars (\$25.00) per month; said installments to be paid on or before the 20th day of each and every month hereafter beginning the 20th day of ~~each and every month hereafter beginning the~~ February, 1924. Deferred payments to bear interest at the rate of 8 per cent per annum from date hereof until paid; interest payable monthly in addition to said monthly principal payment of \$25.00 if any of said installments become delinquent for 30 days the entire unpaid balance shall at once become due and payable at option of the holder. ***
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 part Y 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 per cent of face of mortgage, 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 19th day of January, 1924.

F. K. Aggers SEAL

Beatrice Aggers SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 23rd day of January, 1924, personally appeared F.K. Aggers and Beatrice Aggers,

and ----- 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 April 17, 1927. (SEAL) Chas. K. Warren Notary Public.

I hereby certify that this instrument was filed for record in my office on 25 day of Jan'y. A. D. 1924 at 4:10 o'clock P. M. Book 403, Page 40

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

(SEAL)