

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

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Clifford J. Benson and Lois Benson, his wife,a _____ of Tulsa _____ County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to L.H. Agard,of _____ part V. of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The East Forty (40) feet of Lot twenty four (24) in Block Ten (10) in Meadowbrook Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof. This mortgage being executed and given for a part of the purchase price, and as a part and parcel of the transaction whereby first party purchases the same from second party.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$136.79 and issued Receipt No. 13679 in payment of mortgage taxes on the within instrument.

Dated this 11 day of Feb 1924
W. W. Stanley, 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 Twelve Hundred & 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 48 _____ certain promissory note S _____ described as follows, to-wit:

48 certain promissory notes dated Feb. 2nd, 1924 in the amount of \$25.00 each, the first note being due and payable one month after date and one note due and payable 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 remains from time to time unpaid. All notes signed by Clifford J. Benson and Lois Benson, his wife,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party ie 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 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 \$10.00 & 10% of this mortgage ----- 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 2nd day of February, 1924

Clifford J. Benson _____ SEAL

Lois Benson _____ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, _____, a Notary Public in and for said County and State, on this 2ndday of February, 1924, personally appeared Clifford J. Benson and Lois Benson,his wife,

and _____

to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they executedthe 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 11 day of Feb. A. D. 1924at 1 o'clock P. M. Book 403, Page 96By Brady Brown Deputy O.C. Weaver, County Clerk.

(SEAL)