

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

109

BLACK PRINTING CO. TULSA

223458 C.M.V.

THIS INDENTURE, Made this 5th day of March, A.D., 1923, between

L. H. Agard W. G. Agard

of Tulsa

County, in the State of Oklahoma, of the first part, and

Ruth I. Agard

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

Nine Hundred ##

DOLLARS

the receipt whereof is hereby acknowledged, do ss by these presents grant, bargain, sell and convey unto said part V of the second part her heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

All of Lot Eighteen (18) Block "A" Joe Sub-Division
to the city of Tulsa, according to the recorded plat
thereof.

RECEIVED
Tulsa County, Oklahoma
March 5, 1923
W. G. Agard, County Treasurer
J. L.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

L. H. Agard and W. G. Agard

grantor ha S executed and delivered 36 certain promissory note S dated Mch. 5, 1923

to said part V of the second part for \$

The first note for \$25.00 due and payable one month from 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.

with interest at the rate of per centum per annum, payable annually.

And the first part V agree S to keep the buildings insured for \$ 2000.00

In case that the papers for foreclosure are filed, the first part V agree S to pay a reasonable attorney fee of \$ 10.00 and 10%

Now, if said part 1st of the first part shall pay or cause to be paid to said part V of the second part her heirs or assigns, said sum of money in the above described note S together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when the same is due, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note or the debt secured thereby, or, if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum interest per annum, and said part V of the second part shall be entitled to the possession of said premises. And the said part V of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part V her heirs and assigns.

IN WITNESS WHEREOF, The said part V of the first part ha S hereunto set her hand the day and year first above written.

WITNESSES:

L. H. Agard

W. G. Agard

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day of March 1923 personally appeared

L. H. Agard

W. G. Agard, her husband

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.

Given under my hand and seal the day and year last above written.

My Commission expires Oct. 24th, 1925. (Seal)

J. Edgar Freeman,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 5 day of March

1923, at 11:30 clock A. M.

Book 424, Page Brady Brown,

(Seal)

O. G. Weaver,

County Clerk.