

REAL ESTATE MORTGAGE RECORD No. 424

325

BLACK PRINTING CO. TULSA

239572 C.M.J.

THIS INDENTURE, Made this 1st day of May A. D., 19 23, between

J. M. Mercer and Anna E. Mercer, his wife

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

L. H. Agard

of the second part.

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

Eleven Hundred Ten and No/100

DOLLARS

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

Lot Ten (10) in Block One (1) in Melrose Second Addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 110 and issued Receipt No. 11135 thereon in payment of mortgage tax on the within mortgage.

Dated this 7 day of Sept 192 3

W. W. Stuckey, County Treasurer

B. Quinn

Deputy

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

J. M. Mercer and Anna E. Mercer, his wife

grantor S have executed and delivered 28 certain promissory note S dated May 1, 1923

to said part Y of the second part for \$ the first 27 of which are in the amount of \$40.00 each and the last note in the amount of \$30.00, the first note being due and payable thirty seven months 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. Second party covenants and agrees that the above notes and mortgage may be paid and full discharged and all interest cease at any interest or principal installment paying period.
with interest at the rate of 8 per centum per annum, payable

And the first part 1st agree to keep the buildings insured for \$ 3000.00

In case that the papers for foreclosure are filed, the first part 1st agree 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 Y of the second part this 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 Y of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do hereby waive or not waive appraisalment, at the option of said second part S heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

J. M. Mercer

Anna E. Mercer

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of May 19 23, personally appeared

J. M. Mercer

and

Anna E. Mercer, 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.

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

My Commission expires 3-3-26 (Seal)

Minette Yartz

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this the 7 day of Sept 19 23, at 2:00 o'clock P. M.

Book 424, Page 325.

Brady Brown

Deputy.

(Seal)

O. G. Weaver

County Clerk.