

215912 C.M.J. COMPARED

REAL ESTATE MORTGAGE.

I hereby certify that I received \$ 150 and issued  
 Receipt No. 6631 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 8 day of Dec 1922  
 WAYNE L. DICKEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That

Ruth I. Agard and R. H. Agard, her husband,

of Tulsa County, Oklahoma, parties of the

first part, have mortgage ~~and~~ and hereby mortgage to Southwestern Mortgage Company, Roff,  
 Okla. party of the second part, the following described real estate and premises  
 situated in Tulsa County, State of Oklahoma, to-wit:

Lot Three (3), Block Fourteen (14), Irving Place Addition to  
 the City of Tulsa.

with all improvements thereon and appurtenances thereto belonging, and warrant the  
 title to the same.

This mortgage is given to secure the principal sum of Twenty Five Hundred ##  
 Dollars, with interest thereon at the rate of ten per cent. per annum payable semi-  
 annually from date according to the terms of eight (8) certain promissory notes des-  
 cribed as follows, to-wit:

Four notes of \$500.00 each; one note of \$200.00; three notes of \$100.00  
 each; all dated December 6th, 1922, and all due in three years.

Said first parties agree to insure the buildings on said premises for their reasonable  
 value for the benefit of the mortgagee and maintain such insurance during the existence  
 of this mortgage. Said first parties to pay all taxes and assessments lawfully assess-  
 ed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of  
 this mortgage, and as often as any proceeding shall be taken to foreclose same as  
 herein provided, the mortgagor will pay to the said mortgagee Two Hundred Fifty ##  
 Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory  
 fees; said fee to be due and payable upon the filing of the petition for foreclosure  
 and the same shall be a further charge and lien upon said premises described in this  
 mortgage, and the amount thereon shall be recovered in said foreclosure suit and in-  
 cluded in any judgment or decree rendered in action as aforesaid, and collected, and  
 the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second  
 party, its heirs or assigns said sums of money in the above described notes mentioned,  
 together with the interest thereon according to the terms and tenor of said notes and  
 shall make and maintain such insurance and pay such taxes and assessments then these  
 presents shall be wholly discharged and void, otherwise shall remain in full force and  
 effect. If said insurance is not effected and maintained, or if any and all taxes and  
 assessments which are or may be levied and assessed lawfully against said premises, or  
 any part thereof, are not paid before delinquent, then the mortgagee may effect such  
 insurance or pay such taxes and assessments and shall be allowed interest thereon at  
 the rate of ten per cent per annum, until paid, and this mortgage shall stand as  
 security for all such payments; and if said sums of money or any part thereof is not  
 paid when due, or if such insurance is not effected and maintained or any taxes or  
 assessments are not paid before delinquent, the holder of said notes and this mortgage  
 may elect to declare the whole sum of sums and interest thereon due and payable at once  
 and proceed to collect said debt including attorney's fees, and to foreclose this  
 mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due