

215671 C. J. COMPARED

RELEASE ESTATE MORTGAGE

I hereby certify that I received \$ / 23 and issued
 Receipt No. 6569 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 4 day of Dec 1922

WAYNE L. DICKEY, County Treasurer

Deputy

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 mortgaged and hereby mortgage to Southwestern

Mortgage Company, Hoff, Okla. party of the second

part, the following described real estate and premises situated in Tulsa county, state
 of Oklahoma, to-wit:

Lot Ten (10), Block Two (2), Melrose 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 TWO THOUSAND ## DOLLARS,
 with interest thereon at the rate of ten per cent. per annum payable semi-annually from
 date according to the terms of seven (7) certain promissory notes described as follows,
 to-wit:

Three notes of \$500.00 each; one note of \$200.00; three notes of \$100.00
 each, all dated December 4th, 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 agree to pay all taxes and assessments law-
 fully assessed 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 pro-
 vided, the mortgagor will pay to the said mortgagee TWO HUNDRED ## 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 included 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 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 or sums and interest there-
 on 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 as above
 and also the benefit of stay, valuation or appraisement laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands
 this 4th day of december 1922.