

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 18, 1923 at 2:20 o'clock P. M. in Book 434, page 284

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

219471 C. J. COMPARED

REAL ESTATE MORTGAGE

It is hereby certified that the within and issued
Book 434, page 284, in payment of mortgage
dated this 18 day of Jan. 1923
WAYNE L. BIGLEY, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That I. H. Agard
and W. G. Agard, her husband, of Tulsa County,
Oklahoma, parties of the first part, have mort-
gaged ^{and hereby mortgaged to} to Southwestern Mortgage Company, Roiff,
Okla., party of the second part, the following

described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

West Forty-five (45) Feet of Lots One (1) and Two (2), Block twenty-four
(24), 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 described as follows, to-wit:

Four notes of \$500.00 each; one note of \$200.00; three notes of \$100.00 each,
all dated January 11th, 1923, and all due in three years,

said first parties agree to insure the buildings on said premises for their reason-
able 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 lawfully 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 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 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 main-
tain such insurance and pay such taxes and assessments then these presents shall be wholly dis-
charged 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 assess-
ments are not paid before delinquent, the holder of said notes and this mortgage may elect to
declare the whole sum or 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 as above