

and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 11th day of January, 1923.

L. H. Agard

W. G. Agard

STATE OF OKLAHOMA,)
County of Tulsa) SS.

Before me, a Notary Public, in and for the above named county and State, on this 11th day of January, 1923, personally appeared L. H. Agard and W. G. Agard, her husband, to me personally known to be the identical persons 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.

WITNESS my signature and official seal, the day and year last above written.

My commission expires March 31, 1926

(SEAL) Iva Jatta, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 18, 1923 at 2:20 o'clock P. M. in Book 454, page 286

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County clerk

219472 C. J. COMPARED

REAL ESTATE MORTGAGE

I hereby certify that the within instrument is a true and correct copy of the original as the same appears from the records of the County of Tulsa, Oklahoma.
Record No. 7284
Filed this 18 day of Jan 1923
WAYNE L. LICKLY, County Treasurer
Deputy

KNOW ALL MEN BY THESE PRESENTS: That L. H. Agard and W. G. Agard, her husband, of Tulsa, county, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage company, Roff, Okla., party of the second part, the following described real estate and pre-

mises situated in Tulsa County, state of Oklahoma, to-wit:

West forty-five (45) Feet of the East Ninety Five (95) 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 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 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 proceedings 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 party, its heirs or assigns said sums of money in the above described notes mentioned, together with the inter-