

225601 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ruth I. Agard and R. H. Agard, her husband

a _____ of Tulsa County, Oklahoma, part Y of the first part, ha^s
 mortgaged and hereby mortgage^s L. H. Agard
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Three (3) Block Fourteen (14) Irving Place
 Addition to the city of Tulsa according to the recorded
 plat thereof.

I hereby certify that I have received of 56
 Receipt No. 8440 in payment of one of one
 the within one of one
 Dated this 24 day of March, 1923
 WAYNE L. DICKY, County Treasurer

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

This mortgage is given to secure the principal sum of _____

Fourteen Hundred forty and no/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable Monthly annually from _____ date _____

according to the terms of 36 certain promissory note^s _____ described as follows, to-wit:

Thirty six notes dated March 23, 1923, the first note due and payable one month from date in the amount of \$40.00 and one note due and payable each and every month thereafter in the amount of \$40.00 each with interest at the rate of 8% per annum payable monthly on such sums as remain from time to time unpaid.
 This mortgage given subject to a first mortgage of \$2500.00 as shown of record.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^s hereby covenant^s and agree^s to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of second party, buildings on said premises:

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part^s shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part^s of the first part hereby agree^s, that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of 10% of this mortgage and \$10.00 DOLLARS, which this mortgage also secures.

Part Y of the first part, for said consideration, do es hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 23rd day of March, 1923.

Ruth I. Agard _____ SEAL.

R. H. Agard _____ SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 23rd day of March, 1923, personally appeared _____

Ruth I. Agard

and R. H. Agard, her husband

to me known to be the identical person^s who executed the within and foregoing instrument and acknowledged to me that she executed her the same as her 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 Oct. 24, 1925. (Seal) J. Edgar Freeman, Notary Public.

I hereby certify that this instrument was filed for record in my office on 24 day of March, A. D., 1923

at 11:00 o'clock A. M. Book 439, Page 147

By Brady Brown, (Seal) O. G. Weaver, County Clerk.
 Deputy.