

#226193 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ruth S. Agard and R. H. Agard, her husband,a Tulsa, County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to P. A. McNeal,XX party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lot Twenty (20) Portland Place
Addition to the City of Tulsa, according
to the recorded plot thereof.

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 00/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~xxxxx~~ from Dateaccording to the terms of 36 certain promissory notes 8 described as follows, to-wit:

All notes dated Mch. 29, 1923, for \$40.00 each; The first note due and payable on April 29, 1923, and one note due and payable on the 29th day of each and every month thereafter until all have been paid in full together with interest at 8% payable monthly on all sums, which remain from time to time unpaid.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree 8 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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree 8, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of 10% of this mtg. and 10.00 DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do 8 hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 29 day of March, 19 23.Ruth S. Agard, SEAL,R. H. Agard, SEAL.STATE OF OKLAHOMA, County of Tulsa, ss:Before me, 8 a Notary Public in and for said County and State, on this 29thday of March, 19 23, personally appeared Ruth S. Agard and R. H. Agard, herhusband,XXto me known to be the identical person 8 who executed the within and foregoing instrument and acknowledged to me that they executedthe 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 Oct. 24, 1925. (SEAL) J. Edgar Freeman, Notary Public.I hereby certify that this instrument was filed for record in my office on 30 day of Mch. A. D., 19 23at 3:40 o'clock P. M. Book 439, Page 195By Brady Brown, Deputy. (SEAL) O. G. Weaver, County Clerk.