

226293 C.T.T.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A. Kerr and Mamie Kerr his wife

a of Tulsa County, Oklahoma, part^{ies} of the first part, have

mortgaged and hereby mortgage to 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:

Lot Six (6) in Block One (1) in Melrose Second Addition
to the city of Tulsa, Oklahoma according to the recorded
plat 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

Eighteen Hundred Seventy Five & No/100

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly annuallly from date

according to the terms of 47 certain promissory note^s described as follows, to-wit:

47 certain promissory notes dated April 2nd 1923 the first 46 of which
are in the amount of \$40.00 each and the last note in the amount of \$35.00
the first note being due and payable one month after date and and one note
due and payable each and every month thereafter until all have been paid
in full together with interest at the rate of 8% per annum payable monthly
pro-rated.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} hereby
covenant and agree 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.

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^y shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said part^{ies} of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
reasonable attorney's fee of Ten Dollars & 10% of this mortgage DOLLARS,
which this mortgage also secures.

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

Dated this 2nd day of April, 1923

A. Kerr

SEAL

Mamie Kerr

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 2nd
day of April, 1923, personally appeared

A. Kerr

and Mamie Kerr, his wife

to me known to be the identical person^s 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 Feb. 4th, 1925. (Seal) Lewis G. Melone, Notary Public.

I hereby certify that this instrument was filed for record in my office on 2 day of April, A. D., 1923

at 10:15 o'clock A. M. Book 439, Page 204

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