

SUMMARY

226294 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. P. McGuire and Elza McGuire his wife

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

Lot Nine (9) in Block One (1) in Melrose Second Addition
 to the city of Tulsa Oklahoma according to the recorded
 plat thereof,

I hereby certify the foregoing is a true and correct copy of the original and issued
 Receipt No. 829.8 and is a true and correct copy of the original and issued
 tax on the within instrument.

Dated this 20th day of April 1923

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. WAYNE L. DICKEY, County Treasurer

This mortgage is given to secure the principal sum of

Sixteen Hundred Ninety & No/100

DOLLARS,

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

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

36 certain promissory notes dated April 2nd 1923, the first, third, fifth, seventh, ninth & eleventh notes in the amount of \$40.00 each and the second, fourth, sixth, eighth, tenth & twelfth notes in the amount of \$80.00 each, the thirteenth for \$40.00, the fourteenth note for \$50.00 and the remaining notes in the amount of \$40.00 each. The first note being due and payable one month after date and one note being 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 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 part 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 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 & 10/3 of this mortgage DOLLARS, which this mortgage also secures.

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

Dated this 2nd day of April, 1923

L. P. McGuire SEAL

Elza McGuire 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

L. P. McGuire

and Elza McGuire (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.
 hand

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 205

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