

#226601 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Steve Brandon and Fay Brandon, husband andxx wife, of Tulsa, County, Oklahoma, part ies of the first part, ha. ve  
mortgaged and hereby mortgage to R.H. Agard,xx part V of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:All of Lot 18 in Block 1, Rayburn's Subdivision  
to Tulsa County, 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 Five Hundred Fifty-six and no/100 - - - - -

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~xxxxxx~~ from dateaccording to the terms of 32 certain promissory notes 8 described as follows, to-wit:Dated January 29th, 1923, issued to R.H. Agard, signed by  
Steve Brandon and Fay Brandon, numbered from One to Thirty-  
Two inclusive, number One falling due one month from date  
and one succeeding note falling due each and every month  
thereafter until the total sum of \$556.00 and 8 per cent  
interest payable monthly.Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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, 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 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 \$56.00 and 10% unpaid balance 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 29th day of January, 19 23.Steve Brandon SEALFay Brandon SEALSTATE OF OKLAHOMA, County of Tulsa, ss:Before me, - - - - -, a Notary Public in and for said County and State, on this 29th  
day of January, 19 23, personally appeared Steve Brandon and Fay Brandon,  
husband and wife,xxx  
to me known to be the identical person 8 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 Oct. 24, 1924. (SEAL) R.D. Hudson, Notary Public.I hereby certify that this instrument was filed for record in my office on 4 day of April A. D. 19 23  
at 2; o'clock P. M. Book 439, Page 232By Brady Brown, Deputy. (SEAL) O.G. Weaver, County Clerk.