

227545 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. H. Milligan and Mary E. Milligan, his wife

a _____ of Tulsa County, Oklahoma, parties 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:

The South Forty five (45) feet of lot Twelve (12) Block Six (6) Highlands Second Addition to the city of Tulsa, according to the recorded plat thereof.

This mortgage is given subject to one First Mortgage in the sum of Eighteen Hundred dollars (\$1800.00) as shown of record.

Received of R. H. Milligan and Mary E. Milligan the sum of \$2250.00 and issued to them this mortgage for the purpose of securing the payment of mortgage on the within described premises. Witness my hand and seal of office this 14th day of April 1925
WAYNE L. LUCKA, 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 _____

Twenty two hundred and fifty (\$2250.00)

DOLLARS.

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

according to the terms of 64 certain promissory notes described as follows, to-wit:

Sixty three (63) notes for Thirty five dollars (\$35.00) and one (1) note for forty five dollars (\$45.00) the first note being due and payable on the Thirteenth (13) of May Nineteen hundred and twenty three (1923) and one note due on the thirteenth of each and every month thereafter until the principal sum is paid in full with interest at 8% per annum.

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 parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of 10% and Twenty five (\$25.00) DOLLARS, which this mortgage also secures.

Parties 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 13th day of April, 1925

R. H. Milligan

SEAL

Mary E. Milligan

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this Thirteenth (13th) day of April, 1925 personally appeared _____

R. H. Milligan and Mary E. Milligan, his wife

and _____

to me known to be the identical person 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.

Jun. 16, 1927. (Seal)

J. O. Dikis,

My commission expires _____ Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of April, A. D., 1925

at 9:00 o'clock A. M. Book 439, Page 309

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