

MORTGAGE RECORD NO. 439

COMPARED

The News Dispatch Printing & Audit Co., Shawnee, Okla.

#228808 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Chas. C. Bishop and Mamie G. Bishop, 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 North Fifty (50) feet of Lot Twelve (12)

in Block Six (6) in Highland's second Addition

to the City of Tulsa, Oklahoma, according to the

recorded plat thereof.

Recorded in Book 439, Page 400, and issued
 9140 for the purpose of payment of mortgage
 dated the 27th day of April, 1923
 WAYNE L. LACKLEY, County Treasurer
 W.S.B.

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 Fifty & No/100

DOLLARS.

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

according to the terms of 42 certain promissory notes described as follows, to-wit:

42 certain promissory notes dated April 25th, 1923 the first 41 of which are in the amount of \$35.00 each and the last note for \$15.00; The first note due and payable one month after date 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; on all sums which remain from time to time unpaid. These notes are signed by Chas. C. Bishop and Mamie G. Bishop.

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, will pay a reasonable attorney's fee of Ten Dollars & 10% 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 25th day of April, 1923

Chas. C. Bishop SEAL

Mamie G. Bishop SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 25th

day of April, 1923, personally appeared Chas. C. Bishop and Mamie G. Bishop,

his wife,

XXX

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.

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 27 day of April, A. D., 1923.

at 1:10 o'clock P. M. Book 439, Page 400

By Brady Brown Deputy. (SEAL) O. C. Weaver, County Clerk.