

224204 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That JoLova Sowella \_\_\_\_\_ of Tulsa County, Oklahoma, part<sup>ies</sup> of the first part, ha<sup>ve</sup>  
mortgaged and hereby mortgage to L. H. Agardof \_\_\_\_\_ part<sup>y</sup> of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:All of Lot Ten (10) Block two (2) Melrose Addition to  
the City of Tulsa, Tulsa County, Oklahoma according  
to recorded plat thereof:8210 84  
13 March 3  
C.W.

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 forty

DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~annually~~ from dateaccording to the terms of (36) certain promissory note<sup>s</sup> described as follows, to-wit:Thirty six notes numbered from one to thirty six inclusive all dated March  
12th, 1923. Number one becoming due one month from the date of the making  
thereof, and one note shall be due and payable on the 12th of each and every  
month thereafter until the total sum of Fourteen hundred forty dollars (\$1440.00)  
shall be paid in full with interest at the rate of 8 per cent per annum payable  
monthly at the rate of four dollars and seventy five cents (\$4.75) each and every  
month.Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part<sup>y</sup> hereby  
covenant<sup>s</sup> and agree<sup>s</sup> 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 part<sup>y</sup> shall be entitled to the immediate possession of  
the premises and all rents and profits thereof.Said part<sup>y</sup> of the first part hereby agree<sup>s</sup>, that in the event action is brought to foreclose this mortgage, \_\_\_\_\_ will pay a  
reasonable attorney's fee of fifty dollars and ten per cent 50.00 DOLLARS,  
which this mortgage also secures.Part<sup>y</sup> 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 12th day of March, 1923.JoLova Sowell

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, \_\_\_\_\_ a Notary Public in and for said County and State, on this 12th  
day of March, 1923, personally appeared \_\_\_\_\_JoLova Sowelland \_\_\_\_\_  
to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed  
the same as her 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 October 24th, 1925. (Seal) J. Sagar Freeman, Notary Public.I hereby certify that this instrument was filed for record in my office on 12 day of March, A. D., 1923at 2:40 o'clock P. M. Book 439, Page 42.By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.