

230641 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. J. Goodmon and Dovie B. Goodmon, his wife

a _____ of _____ Tulsa _____ County, Oklahoma, part^{ies} 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 forty five feet (45 feet) of the South Ninety
 feet (90 feet) of Lot Twelve (12) in Block Six (6) in
 Highlands Second Addition to the city of Tulsa, Okla-
 homa, according to the recorded plat thereof.

TREASURER OF THE STATE OF OKLAHOMA
 I hereby certify that I received \$66 and the same
 Receipt No. 9497 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 16 day of May, 1923
 WALTER L. DUNN, 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 _____

Ten Hundred Eighty & 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 notes described as follows, to-wit:

36 certain promissory notes in the amount of \$30.00 each, dated May 14th 1923
 the first note of which is due and payable on July 1st 1923 and one note due and
 payable on the 1st day of 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 such sums as remain from time to time unpaid. All notes signed by E. J. Goodmon
 and Dovie B. Goodmon.

This mortgage given subject to a first mortgage of \$1800.00 as shown of record.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} 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 part^y 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% 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 14th day of May, 1923

E. J. Goodmon

SEAL

Dovie B. Goodmon

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 14th
 day of May, 1923, personally appeared

E. J. Goodmon

and Dovie B. Goodmon 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.

My commission expires Feb. 4th, 1925. (Seal) Lewis G. Malone, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of May, A. D. 1923
 at 9:30 o'clock, A. M. Book 439, Page 543

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