

224369 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. W. Miller and Bertha Miller his wife

a _____ of Tulsa County, Oklahoma, parties of the first part, have

mortgaged and hereby mortgage to Ruth I. Agard

of _____ part _____ of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

The West Forty (40) feet of Lot Sixteen (16) Block Six
(6) in Highlands Second Addition to the city of Tulsa
according to the recorded plat thereof.

104
8245

14th Mch 1925
WAYNE L. BROWN, Notary Public

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 _____

Eight Hundred thirty five and no/100

DOLLARS,

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

according to the terms of 48 certain promissory notes described as follows, to-wit:

Forty eight certain promissory notes dated Feby. 7th, 1925 the first 37 notes being in the amount of \$5.00 each with the first note due and payable on the 23rd day of February 1925 and one note due and payable on the 23rd day of each and every month thereafter, until all have been paid. The next 14 notes being in the amount of \$45.00 each the first note due and payable 34 months from date, and one payable on the 23rd of each and every month thereafter until all have been paid. The last note being in the amount of \$40.00. All notes bear interest at the rate of 8% per annum payable monthly on unpaid balance.

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.

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 parties 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 10% of this mortgage and 10.00 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 7th day of February, 1925.

O. W. Miller

SEAL

Bertha Miller

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this Seventh day of February, 1925, personally appeared _____

O. W. Miller

and Bertha Miller his wife

to me known to be the identical persons 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 13 day of March, A. D., 1925.

at 4:30 o'clock P. M. Book 429, Page 58

By Brady Brown, Deputy.

(Seal) O. G. Weaver,

County Clerk.