

STATE OF OKLAHOMA
SS.
County of Tulsa

Before me, a Notary Public, in and for the above named County and State, on this 15th day of February, 1923, personally appeared L. H. Agard and W. G. Agard, her husband to me personally 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 March 31, 1926. (SEAL) Iva Latta - Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Feb. 23, 1923 at 1:20 o'clock P. M. and recorded in Book 444 Page 120.

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

222568-ACM COMPARED

REAL ESTATE MORTGAGE

I hereby certify that the within instrument is a true and correct copy of the original as the same appears from the records of the County of Tulsa, Oklahoma.
Dated this 23 day of Feb. 1923
WAYNE L. DICKEY, County Treasurer
Deputy

KNOW ALL MEN BY THESE PRESENTS: That L. H. Agard and W. G. Agard, her husband, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Okla., party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: Lot Ten (10), Block One (1), Melrose Second Addition to the City of Tulsa with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of TWO THOUSAND ## DOLLARS, with interest thereon at the rate of ten per cent. per annum payable semi-annually from date according to the terms of seven (7) certain promissory notes described as follows, to-wit: Three notes of \$500.00 each; one note of \$200.00; and three notes of \$100.00 each, all dated February 15th, 1923, and all due in three years.

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee TWO HUNDRED ## Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second party, its heirs or assigns said sums of money in the above described notes mentioned, together with interest thereon according to the terms and tenor of said notes and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be