

levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt^{due} as above and also the benefit of stay, valuation or appraisal laws, .

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 15th day of February, 1923.

L. H. Agard

W. G. Agard

STATE OF OKLAHOMA
County of Tulsa SS.

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 121.

By Brady Brown - Deputy (SEAL) O. G. Weaver - County Clerk.

222569-ACM

COMPARED

REAL ESTATE MORTGAGE

TREASURER'S ENFORCEMENT

I hereby certify that I received \$120
Refund No. 7882 transfer in payment of mortgage
tax on the within mortgage.

Dated this 23 day of Feb. 1923

WAYNE L. DICKEY, County Treasurer

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 South-western 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 One (1), 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 20th, 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,