

In witness whereof, said parties of the first part have hereunto set their hands this 10th day of March, 1924.

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 10th day of March, 1924, 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.

(SEAL) M. Branson, Notary Public.

My commission expires Feb. 11th, 1928.

Filed for record in Tulsa County, Okla. on March 11, 1924, at 4:40 P.M. recorded in book 448, page 258, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

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REAL ESTATE MORTGAGE.

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, of Reff, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: The East 20 feet of lot 17, and the west 20 feet of lot 18, in block 5, Highlands 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 percent per annum, payable semi-annually from date, according to the terms of six certain promissory notes described as follows, to-wit: \$1000.00, \$500.00, \$200.00 and three of \$100.00 all dated March 14th, 1924, 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 foreclosure same as herein provided, the mortgagor will pay to the said mortgagee two hundred dollars ^{or solicitor's fees} as attorney's fees ^{in addition to} 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 of record, 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 second part, its heirs or assigns said sum of money in the above described notes mentioned, together with the 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

all other statutory fees