

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 3rd, day of May 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 3rd, day of May 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.

(seal) Iva Latta, Notary Public

My commission expires March 31, 1926

Filed for record in Tulsa, Tulsa County, Oklahoma, May 8th, 1923, at 3:40 P.M. and recorded in Book 451, page 81.

By Brady Brown, Deputy.

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

229918-GB

COMPARED

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 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:

I hereby certify that I received \$ 90 and issued East Ten (10) feet of Lot Sixteen (16) and West forty (40) feet of Lot Seventeen (17), Block Ten (10), Meadowbrook Addition to the City of Tulsa.
Receipt No. 9276 therefor in payment of mortgage tax on the within mortgage.
Dated this 8 day of May 1923.
WAYNE L. DICKEY, County Treasurer
Deputy

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 FIFTEEN HUNDRED ## DOLLARS, with interest thereon at the rate of ten per cent per annum payable semi-annually from date according to the terms of six (6) certain promissory notes described as follows; to-wit:

Two notes of \$500.00 each; one note of \$200.00, and three notes of \$100.00 each, all dated May 3rd, 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 expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee will pay to the said mortgagee ONE HUNDRED FIFTY ## 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