

Overbay Hires, Binders

#233901 NS

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That A.M. Cogan and Anna Cogan, his wife,  
 of Tulsa, County, Oklahoma, parties of the first part, have  
 mortgaged and hereby mortgage to R.H. Agard,  
 of part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Seven (7) E. N. Adams Addition to the  
 City of Tulsa, Okla., according to the recorded  
 plat thereof.

## TREASURER'S RECEIPT

I hereby certify that I received \$4.08 and issued  
 Receipt No. 10227 therefor in payment of mortgage  
 tax on the within mortgage.

Dated this 22 day of June, 1923

WAYNE L. BERRY, County Treasurer

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 Eighteen Hundred and no/100 -----  
 ----- DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from ----- date -----  
 according to the terms of 36 ----- certain promissory note ----- described as follows, to-wit:

Thirty six notes dated June 14th, 1923, in the amount of  
 \$50.00 each, The first note due and payable one month  
 after date, and one note due and payable each and every  
 month thereafter until all have been paid in full to-  
 gether with interest at the rate of 8% per annum, pay-  
 able monthly on a prorated basis of \$9.24 per month.  
 All notes signed by A.M. Cogan and Anna Cogan.

This mortgage given subject to a first mortgage of \$2750.00  
 as shown of record.

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 upon the premises. and to insure, and keep insured in favor of  
 second party, buildings on said 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 mort-  
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-  
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-  
 session of the premises and all the 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% 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 14th day of June, 1923.

A.M. Cogan

SEAL

Anna Cogan

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 14th  
 day of June, 1923 personally appeared A.M. Cogan and Anna Cogan, his wife,

and -----  
 to me known to be the identical person 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 Oct. 24, 1925. (SEAL) Edgar Freeman Notary Public

I hereby certify that this instrument was filed for record in my office on 22 day of June, A. D., 1923

at 12 o'clock ----- M. Book 430, Page 164

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