

Overbay Bros. Binders

234538 C.M.J.

REAL ESTATE MORTGAGE

COMPARSED

KNOW ALL MEN BY THESE PRESENTS, That A. M. Cogan and Anna Cogan his wife
 of Tulsa County, Oklahoma, part 198 of the first part, ha VS
 mortgaged and hereby mortgage to R. H. Agard
 of Tulsa County, Oklahoma, 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.

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 Nine Hundred seventy two and 42/100 ## DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly pr-rated date
 according to the terms of 20 certain promissory note 8 described as follows, to-wit:

All notes dated the 14th day of June 1923, the first nineteen of which
 are in the amount of \$50.00 and the last in the amount \$22.42. The
 first note due and payable thirty seven months after date and one note
 due and payable each and every month thereafter until all have been
 paid in full together with interest at the rate of 8% per annum payable
 monthly on a pro-rated basis of \$9.24 per month. All notes signed by
 A.M. Cogan and Anna Cogan, his wife,

RECORDED
 I have paid to the County Treasurer
 the tax on this mortgage
 Dated 29 day of June, 1923
Wayne L. Leland, County Treasurer
AG
 Deputy

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 part ies 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.

Part ies 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, June, 1923, 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
 to me known to be the identical persons 8 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. 24th, 1925. (Seal) J. Edgar Freeman. Notary Public

I hereby certify that this instrument was filed for record in my office on 29 day of June, A. D., 1923
 at 11:00 o'clock A. M. Book 439, Page 209 (Seal) O. G. Weaver,
 By Brady Brown, Deputy, County Clerk