

#235516 NS COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. H. Cline and Gertrude M. Cline, his wife,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to L. 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:

Lot Two (2) in Block One (1) in Melrose Second
 Addition to the City of Tulsa, Oklahoma, 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 Fourteen Hundred and fifty and no/100 - - -
----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly xxxxx from date
 according to the terms of 42 certain promissory note ----- described as follows, to-wit:

42 certain promissory notes dated 10th of July 1923, The First 41
 of which are in the amount of \$35.00 each and the last note for \$15.00.
 The first note being due and payable one month after date and one note
 being due and payable each and every month thereafter until all have been
 paid in full with interest at the rate of 8 per cent per annum, payable
 monthly on such sums that remain from time to time unpaid. All the above
 notes signed by G. H. Cline and Gertrude M. Cline.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$145.00 and issued
 Receipt No. 10566 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 11 day of July, 1923
W. W. Slucky County Treasurer
W. W. Slucky

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
Ten Dollars and 10% - - - - - DOLLARS
 reasonable attorney's fee of -----
 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 10th day of July, 1923.

G. H. Cline SEAL

Gertrude M. Cline, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me ----- a Notary Public in and for said County and State on this 10th
 day of July, 1923 personally appeared G. H. Cline and Gertrude M. Cline,
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 February 4, 1925. (SEAL) Lewis G. Melons Notary Public

I hereby certify that this instrument was filed for record in my office on 11 day of July, A. D., 1923.
 at 4:30 o'clock P. M. Book 439, Page 253
 By Brady Brown Deputy. O. G. Weaver, County Clerk
 (SEAL)