

235915 DLE. COMPARED

Overbay Bros., Binders

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 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:

Lot Nine (9) in Block Two (2) Melrose
Addition to the City of Tulsa, Okla.,
according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$1,556 and issued Receipt No. 12663 therefor in payment of mortgage tax on the within mortgage.

Dated this 17 day of July, 1923
W. W. Turkey, County Treasurer

P. B.

Deputy

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 forty ## DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date according to the terms of 1 certain promissory note described as follows, to-wit:

One note dated July 12th, 1923, in the amount of \$1440.00 payable at the rate of \$40.00 per month with interest at the rate of 8% per annum payable monthly on such sums that remain from time to time unpaid. Said note signed by L. H. Agard and W. G. Agard her husband.

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 mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate possession 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 \$10.00 and 10% of this mortgage 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 12th day of July, 1923

L. H. Agard

SEAL

W. G. Agard

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State on this 12th day of July, 1923, personally appeared L. H. Agard and W. G. Agard, her husband

X to me known to be the identical person s 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 17th day of July, A. D., 1923 at 10.45 o'clock A. M., Book 439, Page 306
By Brady Brown Deputy. (SEAL) O. G. Weaver County Clerk