

COMPARED

237991 DLE.

Overbay Bros., Binders

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. P. McGuire and Elza McGuire (his wife)
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to L. H. Agard
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot nine (9) Block One (1) 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 Nine hundred and ten (\$910.00) DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date
 according to the terms of 23 certain promissory notes S described as follows, to-wit:

twenty three certain promissory notes dated April 2nd, 1923 the first
 twenty two of which are in the amount of \$ 40.00 each and the last note
 for \$30.00. The first note being due and payable 37 months after date
 and one note each and every month thereafter until all have been paid in
 full. Together interest at the rate of 8% per annum. Payable monthly.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 18 and issued
 Receipt No. 11023 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 17 day of Aug 1923
W. W. Turkey County Treasurer
A. J. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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.

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 part shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said party of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of Ten Dollars and 10 per cent 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 April 2nd day of 1923.

L. P. McGuire SEAL

Eliza McGuire SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, L. P. McGuire and Elza McGuire (his wife) a Notary Public in and for said County and State on this second
 day of April, 1923, personally appeared L. P. McGuire and Elza McGuire (his wife)

to me 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.

My commission expires February 4, 1925 (SEAL) Lewis G. Malone Notary Public

I hereby certify that this instrument was filed for record in my office on 14 day of Aug A. D. 1923
 at 1:30 o'clock P. M. Book 456 Page 458
 By Brady Brown Deputy (SEAL) O. G. Weaver County Clerk