

COMPARED

Overbay Bros. Binders

238817 O.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O. O. Jobe and Myrtle Jobe, his wife
 of Tulsa County, Oklahoma, part 198 the first part, ha. Y. B.
 mortgaged and hereby mortgage to L. 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:

East Fifty feet of Lots One & Two (1 & 2) in Block Twenty
 four (24) in Irving Place addition to the city of Tulsa,
 Oklahoma, according to the recorded plat thereof.

RECEIPT FOR DISBURSEMENT
 I hereby certify that I received \$132 and issued
 Receipt No. 1293 thereon in payment of mortgage
 tax on the within mortgage.
 Dated this 28 day of aug. 1923
W. W. Starcher, County Treasurer
G. B. 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 Twenty two hundred five & No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date
 according to the terms of 42 certain promissory note S described as follows, to-wit:

42 certain promissory notes dated August 24th, 1923 the first note due
 and payable Oct. 1st, 1923 and one note due and payable on the 1st
 day of each and every month thereafter until all have been paid in
 full together with interest at the rate of 8% per annum payable monthly.
 Each note being in the amount of \$52.50.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 198 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 part Y shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part 198 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 Ten dollars & 10% DOLLARS
 which this mortgage also secures.

Part 198 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 24th day of August, 19 23

O. O. Jobe

SEAL

Myrtle Jobe

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State on this 24th
 day of August, 19 23, personally appeared

O. O. Jobe

Myrtle Jobe, his wife

and --- who executed the within and foregoing instrument and acknowledged to me that they
 to me known to be the identical person S who executed the within and foregoing instrument and acknowledged to me that they
 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 Feb. 4th, 1925. (Seal) Lewis G. Melone. Notary Public

I hereby certify that this instrument was filed for record in my office on 27 day of August A. D. 19 23
 at 1:50 o'clock P. M. Book 439, Page 512

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