

#239445, NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That George A. Jackson and Alberta Jackson his wife,  
of Tulsa, County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to Ruth I. Agard,  
of part Y. of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

The West Twenty (20) feet of Lot Eighteen (18) and  
the East twenty (20) feet of Lot Nineteen (19) in  
Block Six (6) in Highlands Second addition to the  
City of Tulsa 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 eight hundred ten (810) 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 20 certain promissory note 8 described as follows, to-wit:

One note for forty dollars payable February 8th, 1926, and  
one note for forty (40) dollars on the 8th of each and every  
month thereafter until eight hundred and ten dollars is paid  
in full. The last of said notes being in sum of Fifty (50)  
dollars. Interest payable monthly on unpaid balance.

RECORDED  
INDEXED  
32  
11408  
6 Sept 1923  
W. W. [Signature]  
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 parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a  
reasonable attorney's fee of Twenty five dollars and 10/100 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 8th day of January, 1923.

Geo. A. Jackson SEAL

Alberta Jackson SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, January 1923, a Notary Public in and for said County and State on this eighth  
day of January, 1923, personally appeared George A. Jackson and Alberta Jackson,

and 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 Feb. 4th, 1925. (SEAL) Lewis G. Malone Notary Public

I hereby certify that this instrument was filed for record in my office on 6th day of August A. D., 1923  
at 10:00 o'clock A. M. Book 439, Page 559

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