

Notary Public, Oklahoma

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. C. Morman and Bertha Morman, his wife,
of Tulsa, County, Oklahoma, part 1st of the first part, have
mortgaged and hereby mortgage to L. H. Agard
of Tulsa, part 2d of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot One (1) in Block One (1) in Malrose Second
Addition to the City of Tulsa, Oklahoma, according
to the recorded Plat thereof.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 90 and issued
Receipt No. 11436 for a payment of mortgage
tax on the within mortgage.
Dated this 7 day of Sept 1923
W. W. Stackey, County Treasurer
W. W. Stackey
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 Eight Hundred Ninety & 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 26 certain promissory note 8 described as follows, to-wit:

26 notes dated June 6th 1923 the first 25 of which are in
the amount of \$35.00 each and the last note for \$15.00
The first note being due and payable 37 months after date
and one note being due and payable each and every month
thereafter until all have been paid in full together with
interest at the rate of 8% per annum payable monthly.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 2d shall be entitled to the immediate pos-
session of the premises and all the rents and profits thereof.

Said part 1st of the first part hereby agree 2d, that in the event action is brought to foreclose this mortgage, 2d will pay a
reasonable attorney's fee of Ten dollars & 10% of this mortgage DOLLARS
which this mortgage also secures.

Part 1st of the first part, for said consideration, do 2d hereby expressly waive appraisalment of said real estate and all benefit of
the homestead, exemption and stay laws in Oklahoma.

Dated this 6th day of June, 19 23.

J.C. Morman SEAL

Bertha Morman SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 6th
day of June, 19 23 personally appeared J.C. Morman and Bertha Morman, his wife,

~~xxxx~~
to me known to be the identical person 2d 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. Melone Notary Public

I hereby certify that this instrument was filed for record in my office on 7 day of Sept. A. D., 19 23
at 2 o'clock P. M. Book 439, Page 567
By Brady Brawn Deputy. (SEAL) O.G. Weaver, County Clerk