

#239570 NB

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Norman F. Cox and Ethel M. Cox,
 a Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to L. H. Agard
 of part of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in Block One (1) in Melrose Second Addition
 to the City of Tulsa Oklahoma, according to the recorded
 plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 110 and issued
 Receipt No. 11435 thereon in payment of mortgage
 tax on the within mortgage.

Dated this 7 day of Sept 1923

W. W. Shackey, County Treasurer

B. Quinn
 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 Ten Hundred Ninty & 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 31 certain promissory note s described as follows, to-wit:

31 certain promissory notes dated June 7th 1923 the
 first 30 of which are in the amount of \$35.00 each
 and the last note for \$40.00. 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.

All notes signed by Norman F. Cox and Ethel M. Cox.

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, ----- will pay a
 reasonable attorney's fee of Ten Dollars & 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 7th day of June, 1923.

Norman F. Cox SEAL

Ethel M. Cox, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this Seventh
 day of June, 1923, personally appeared Norman F. Cox and Ethel M. Cox,

xxx

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

I hereby certify that this instrument was filed for record in my office on 7 day of Sept A. D., 1923

at 2 o'clock P. M. Book 439, Page 569

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