

232765 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Norman F. Cox and Ethel M. Cox,  
 a \_\_\_\_\_ of Tulsa, Oklahoma County, Oklahoma, part 1st of the first part, ha-ve  
 mortgaged and hereby mortgage to L. H. Agard  
 of \_\_\_\_\_ part Y 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.

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 Twelve Hundred Sixty & No/100 DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from date  
 according to the terms of 36 certain promissory note S described as follows, to-wit:

36 certain promissory notes dated June 7th 1923 in the amount of  
 \$35.00 each the first note being due and payable one month 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 on such sums as remain  
 from time to time unpaid.

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

Tulsa County, Oklahoma  
 I hereby certify that I received \$ 12 and issue  
 Mortgage No. 9954 for the payment of mortgage  
 dated 8 June 1923  
A. J.  
 Notary Public

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

Part ies 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 7th  
 day of June, 1923, personally appeared

Norman F. Cox

and Ethel M. Cox, his wife

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 8 day of June A. D., 1923

at 2:00 o'clock P. M. Book 439, Page 88

By Brady Brown, Deputy.

(Seal)

O. G. Weaver,

County Clerk