

Overmy Bro. Binders

232766 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. C. Morman and Bertha Morman, his wife,  
 a \_\_\_\_\_ of Tulsa County, Oklahoma, parties of the first part, have  
 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 One (1) 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 annually from \_\_\_\_\_ date  
 according to the terms of 36 certain promissory note S described as follows, to-wit:

36 ~~certain~~ promissory notes in the amount of \$35.00 each  
 dated June 6th 1923. The first note being due and payable  
 one month after date and one note being due and payable  
 each and every month 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 J. C. Morman and Bertha Morman.

9954  
 June 1923  
 County Treasurer  
 A. J.

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 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 and 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 6th day of June, 19 23

J. C. Morman

Bertha Morman

SEAL

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  
 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. Melone. Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of June, A. D., 19 23  
 at 2:00 o'clock P.M. Book 438, Page 89  
 By Brady Brown Deputy. (Seal) O. G. Weaver, County Clerk