

MORTGAGE RECORD NO. 465

#241862 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ruth I. Agard and R. H. Agard, her husband,

of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to L. H. Agard,
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The South Sixty Two and one half (62½) feet of
 the West One hundred Fifty (150) feet of Lot Six
 (6) Block One (1), Glen Acres Sub-Division to Tulsa,
 Okla., according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 96 and issued
 Receipt No. 11917 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 11 day of Oct., 1923

W. W. Stuckey, County Treasurer

S. B.
 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 Twelve Hundred -----
 ----- DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date

according to the terms of 48 certain promissory note 8 described as follows, to-wit:

Forty Eight Notes in the amount of \$25.00 each, The
 First of which is due and payable on the 9th, of
 November 1923, and one note due and payable on the
 9th, of each and every month thereafter until all notes
 have been paid in full together with interest at the
 rate of 8% per annum payable monthly on such sums that
 remain from time to time unpaid. All notes dated Oct.
 9-1923 and signed by Ruth I. Agard and R. H. Agard.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby
 covenant 8 and agree 8 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 on 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 mortgage
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part V shall be entitled to the immediate possession of
 the premises and all 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 10% of this mortgage and \$10.00 ----- 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 9th day of October, 1923

Ruth I. Agard SEAL

R. H. Agard, SEAL

STATE OF OKLAHOMA, County of Tulsa, as:

Before me, ----- a Notary Public in and for said County and State, on this 9th
 day of October, 1923, personally appeared Ruth I. Agard and R. H. Agard,
her husband,

to me known to be the identical person 8 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 Jan. 16, 1927. (SEAL) I. O. Dikis, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of Oct., A.D., 1923

at 2:30 o'clock P. M.

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