

#241863 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. J. Day, a single man,

of Tulsa, Tulsa County, Oklahoma, part ies 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) Block One (1) Melrose Addition to the City of Tulsa, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 52 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

J. 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 Thirteen Hundred and no/100 (\$1300.00)

DOLLARS,

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

according to the terms of 33 certain promissory note s described as follows, to-wit:

One note for forty dollars due Nov. 8, 1923; one note for forty dollars due and payable on the 8th of each and every month thereafter until thirty two (32) notes are paid in full and one note for Twenty Dollars (\$20.00) due and payable thirty four months from date- Interest payable monthly on all unpaid notes. All notes dated Oct. 9, 1920, and signed by J.J. Day.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies hereby covenant s and agree s 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 ies shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part y of the first part hereby agree s, that in the event action is brought to foreclose this mortgage, ----- will pay a reasonable attorney's fee of Ten per cent and ten (\$10.00) DOLLARS, which this mortgage also secures.

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

Dated this 8th day of October, 1923

J. J. Day;

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 8th day of Oct., 1923, personally appeared J.J. Day,

and ----- to me known to be the identical person ----- who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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) J. 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