

#242659 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. C. Eskridge, a single man,
 of Tulsa County, Oklahoma, part 125 of the first part, ha
 mortgaged and hereby mortgage to R. 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 Seven (7) in Block Seven (7) in Highlands
 Second Addition to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$128 and issued
 Receipt No 12044 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 18 day of Oct, 1923
W. W. Stanley, County Treasurer
S.D.

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same. Deputy
 This mortgage is given to secure the principal sum of Sixteen Hundred Fifty & no/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly from date
 according to the terms of one certain promissory note described as follows, to-wit:

One certain installment promissory note in the amount of
 \$1650.00 dated October 15th, 1923, payable in installments
 of \$37.10 including the interest at the rate of 8% per annum.
 Of said installment the amount of \$31.60 applies on principal
 and \$5.50 on interest. The First installment being due and
 payable on the 15th day of November 1923, and one installment
 on the 15th day of each and every month thereafter until the
 entire amount has been paid in full.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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 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 Y 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 that in the event action is brought to foreclose this mortgage, will pay a
 reasonable attorney's fee of Ten Dollars & 10% ----- DOLLARS,
 which this mortgage also secures.

Part Y 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 15th day of October, 1923.

J. C. Eskridge SEAL
 SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 15th
 day of October, 1923, personally appeared J.C. Eskridge, a single man,

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

I hereby certify that this instrument was filed for record in my office on 20 day of Oct, A. D., 1923

at 11 o'clock A. M.

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