

COMPARED  
#244302 NS

## MORTGAGE RECORD NO. 465

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O.O. Jobe and Myrtle Jobe, his wife,  
of Tulsa, County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to L.H. Agard,  
of Tulsa, County, Oklahoma, parties of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

East Fifty feet of Lots One & Two (1 & 2) in  
Block Twenty four (24) in Irving Place Addition  
to the City of Tulsa Oklahoma according to the  
recorded plat thereof.

I hereby certify that the foregoing is a true and correct copy of the original of the mortgage  
Record No. 12386 in the office of the County Clerk  
Tulsa County, Oklahoma  
Dated this 13 day of Nov, 1923  
W. W. 8.6

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 Ninty five & No/100 -----

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

according to the terms of 25 certain promissory note 8 described as follows, to-wit:

Twentyfive certain promissory notes dated August 24th,  
1923 the first 24 of which are in the amount of \$52.50  
each and the last note for \$35.00 the first note being  
due and payable on the 1st day of April 1927, and one  
note due and payable on the 1st day of each and every  
month thereafter until all have been paid in full to-  
gether with interest at the rate of 8% per annum pay-  
able monthly.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 parties 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, ----- will pay a  
reasonable attorney's fee of Ten dollars & 10% ----- 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 24th day of August, 1923

O.O. Jobe SEAL

Myrtle Jobe, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 24th  
day of August, 1923, personally appeared O.O. Jobe and Myrtle Jobe his wife,

and -----  
to me known to be the identical persons 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 13 day of Nov, A. D. 1923  
at 9 o'clock A. M.

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