

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jos Kadlac and Violet Kadlac
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:

The North Forty five (45) feet of the South Ninety
(90) feet, of Lot Twelve (12) in Block Six (6)
Highlands Second Addition to the City of Tulsa, Okla.,
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 Eight Hundred sixty and 00/100 -----
----- DOLLARS,

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

according to the terms of 29 certain promissory note 8 described as follows, to-wit:

Twenty nine notes dated Sept. 15, 1923. The first twenty eight
of which are in the amount of 30.00 each and one note in the
amount of \$20.00. The first note due and payable on the 1st
day of July 1926 and one note due and payable each and every month
thereafter until all have been paid in full together with interest
at 8% per annum payable monthly on each note at its maturity.

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 Y 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 Sept. 15 day of 1923.

Jos Kadlac SEAL

Violet Kadlac 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 Sept. 1923, personally appeared Jos. Kadlac and Violet Kadlac, his wife,

and
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) J. O. Dikis Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Nov. A. D. 1923
at 11:30 o'clock A. M.

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