

#245981 NS

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That T.S. Eagon and Alberta Katherine Eagon, his wife,  
Tulsa, Oklahoma, County, Oklahoma, parties of the first part, have  
mortgaged and hereby mortgage to Willie L. Doyel of Tulsa, Oklahoma,  
of part of the second part, the following described real estate and premises situated in  
Tulsa County, State of Oklahoma, to-wit:

All of the East Half of Lot 9, in Block 12 of  
Highlands Addition to the City of Tulsa, Oklahoma,  
according to the recorded plat thereof.

This mortgage is given subject to a mortgage to the  
Home Savings & Loan Association of Bartlesville,  
Oklahoma, in the sum of \$3,000.00, said mortgage being  
dated November 15th, 1923.

TREASURER'S ENDORSEMENT  
I have hereby received \$ 22 and issued  
Receipt No. 12797 in full payment of mortgage  
on the within mortgage. Dec 11 1923  
Dated this 6 day of Dec 1923  
W. W. Shuckey, County Treasurer

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 Twenty-two Hundred and no/100  
DOLLARS,  
with interest thereon at the rate of ten per cent, per annum, payable semi annually from date  
according to the terms of one certain promissory note described as follows, to-wit:

One note given in the amount of \$2200.00, dated  
December 4th, 1923, and due December, 4th, 1925, signed  
by T.S. Eagon and Alberta Katherine Eagon and bearing ten  
per cent interest from date.

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 party 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 ten per cent 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 4th day of December, 1923.

T.S. Eagon SEAL  
Alberta Katherine Eagon SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 4th  
day of December, 1923, personally appeared T.S. Eagon and Alberta Katherine Eagon,  
his wife,

XXXX  
to me known to be the identical person 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 Nov. 8, 1927. (SEAL) J.R. Carpenter, Notary Public.

I hereby certify that this instrument was filed for record in my office on 5 day of Dec. A. D. 1923  
at 1:30 o'clock P. M.

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