

#247083

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Susan Hamilton and William Hamilton her husband,
a _____ of Tulsa, _____ County, Oklahoma, parties of the first part, have
mortgaged and hereby mortgage to L.H. Agard,
of _____ part V. of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The East Forty Five (45) feet of the West Ninety (90) feet of
Lots One (1) and Two (2) Block Twenty Four (24) Irving Place
Addition to the City of Tulsa, Okla., according to the recorded
plat thereof.

12982
18 Dec 3
W. W. Stanley
LB

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 # -----
----- DOLLARS,
with interest thereon at the rate of 8. per cent, per annum, payable monthly ^{rated} pro-rata ^{date} from -----
according to the terms of 22 ----- certain promissory note S. ----- described as follows, to-wit:

Twenty two Notes Dated August 18th, 1923, the first twenty
One of which are in the amount of \$40.00 each and one note
in the amount of \$20.00. The first note is due and payable
thirty seven months after date and one note due and payable
each and every month thereafter until all notes have been
paid in full together with interest at the rate of 8% per
annum payable monthly on a pro-rated basis. All notes signed
by Susan Hamilton and William Hamilton.

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, 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 18th day of August, 1923

Susan Hamilton _____ SEAL
William Hamilton _____ SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ----- a Notary Public in and for said County and State, on this 18th
day of August, 1923, personally appeared Susan Hamilton and William Hamilton,
her husband,

and -----
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 Jan. 15, 1927. (SEAL) J. J. Jackson Notary Public.

I hereby certify that this instrument was filed for record in my office on 19 day of Dec. A.D. 1923
at 1:35 o'clock P. M.

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