

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Dora B. Morris

a _____ of Tulsa, _____ County, Oklahoma, part Y of the first part, hereinafter
 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 (40) feet of Lots Seventeen (17) and Eighteen (18) in Block Twelve (12) in Irving Place Addition to the City of Tulsa, of Tulsa, Oklahoma, according to the recorded plat thereof; this mortgage being executed and given for the balance of the purchase price, and as a part and parcel of the transaction whereby first party purchases the same from second party,

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same.

(\$1600.00)----- Sixteen Hundred and no/100 (\$1600.00) -----
 This mortgage is given to secure the principal sum of _____ DOLLARS.

with interest thereon at the rate of eight per cent, per annum, payable monthly _____ date _____

according to the terms of ONE certain promissory note _____ described as follows, to-wit: payable in monthly installments of \$40.00 each, being January 18, 1924, the last payment due Three years and four months from date, said note being executed by the said Dora B. Morris and payable to the order of L.H. Agard, and the interest on the entire unpaid balance to be paid monthly.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y hereby covenant S and agree S 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 S, that in the event action is brought to foreclose this mortgage, she will pay a reasonable attorney's fee of ten per cent of unpaid balance and \$10.00 ----- DOLLARS, which this mortgage also secures.

Part Y of the first part, for said consideration, do ES hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 20th day of December, 1923.

Dora B. Morris _____ SEAL

 SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 20th day of December, 1923, personally appeared Dora B. Morris,

and _____
 to me known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that she executed the same as her 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. 16th, 1927. (SEAL) Edgar M. Lee Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of Dec., A. D., 1923 at 11 o'clock A. M.

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