

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L.H. Agard and W. G. Agard, her husband,
 of Tulsa, County, Oklahoma, part ies of the first part, ha ve
 mortgaged and hereby mortgage to Alice H. Campbell,
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) Block Eight (8) Cherokee Heights Addition to
 the City of Tulsa, Tulsa County, Oklahoma, according to
 the recorded plat thereof. .

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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 One thousand -----

DOLLARS,

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

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

Twenty five notes dated Dec. 20th, 1923, in the amount of
 \$40.00 each, the first note due and payable on the 20th, of
 Jan. 1923, and one note due and payable on the 20th day of
 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 of \$3.33. All notes
 signed by L.H. Agard and W.G. Agard, This mortgage given subject
 to a first mortgage of \$2500.00.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 V shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said parties of the first part hereby agree s, 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 20th day of December, 1923.

L.H. Agard

SEAL

W.G. Agard,

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 L.H. Agard and W.G. Agard, her husband,

and -----
 to me known to be the identical person s 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 24 day of Dec. A.D. 1923
 at 10:40 o'clock A. M.

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