

COMPARED

MORTGAGE RECORD NO. 465

247612 C.M. J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Adolph Schillinger and Clara Schillinger
 a 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 Half ($\frac{1}{2}$) of the West Half ($\frac{1}{2}$) of lot One (1) Block
 Four (4) Glenn Acres Sub-division to Tulsa, Okla. located in
 Township Nineteen (19) North, Range Twelve (12) East 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

Fourteen hundred forty

DOLLARS,

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

according to the terms of 48 certain promissory note S described as follows, to-wit:

Forty eight notes in the amount of Thirty (\$30.00) Dollars each dated
 Dec. 21-1923. The first note due and payable on the 21st day of Jan.
 1924 and one note due and payable on the 21st day of each and every month
 thereafter until the full amount of the mortgage has been paid in full,
 together with interest at the rate of 8% per annum, payable monthly, on
 a pro-rated basis.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 ies 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.

Part ies 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 21st day of December, 1923

Adolph Schillinger

SEAL

Clara Schillinger

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 21st
 day of December, 1923, personally appeared

Adolph Schillinger

and Clara Schillinger, his wife

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 26 day of Dec. A. D. 1923
 at 4:15 P. and recorded in Book 465, Page 564,

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