

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That L. H. Agard,  
 of Tulsa, County, Oklahoma, part V of the first part, ha S  
 mortgaged and hereby mortgage Ruth I. 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 Ten (10) Feet of Lot Sixteen (16) and the  
 West Forty (40) feet of Lot Seventeen (17) in Block  
 Ten (10) Meadowbrook Addition, to the City of Tulsa,  
 Tulsa County, Okla., according to the recorded plat  
 thereof.

TREASURER'S ENDORSEMENT  
 I hereby certify the I used No. 51-28 and issued  
 Receipt No. 13149 for the payment of Real Estate  
 tax on the within mortgage.  
 Dated this 3 day of Jan 1924  
W. W. Stacker, County Treasurer  
MB  
 Deputy

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 Sixteen Hundred fifty -----  
 ----- DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date  
 according to the terms of one certain promissory note ----- described as follows, to-wit:

One note dated Dec. 27th, 1923, in the amount of  
 (\$1650.00) Sixteen Hundred Fifty Dollars, Due on  
 or before Forty eight months from date,  
 Signed by L.H. Agard,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V 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  
 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 part V 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 V 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 27th day of Dec., 1923.

L.H. Agard, ----- SEAL  
 ----- SEAL

STATE OF OKLAHOMA, County of Tulsa, ----- ss:

Before me, -----, a Notary Public in and for said County and State, on this 27th  
 day of Dec., 1923, personally appeared L.H. Agard,

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. 16, 1927. (SEAL) J.O. Dikis ----- Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Jan, A. D. 1924  
 at 8:30 o'clock A. M.

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