

#248113 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That R. H. Agard and Ruth I. Agard, his wife,
 a Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Alice H. Campbell
 of part of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Two (2) Block Eight (8) Cherokee
 Heights Addition to the City of Tulsa, Tulsa
 County, Oklahoma, according to the recorded
 plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$14.00 and thereon
 Receipt No. 13160
 tax on the within mortgage.
 Dated this 3 day of Jan 1924
 W. W. Stuckey, County Clerk
 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 One Thousand -----
 ----- DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date
 according to the terms of 25 certain promissory note 8 described as follows, to-wit:

Twenty five notes in the amount of \$40.00 each, the
 first note due and payable on the 29th day of January,
 1924, and one note due and payable on the 29th day of
 each and every month there-after untill all notes have
 been paid in full, together with interest at the rate of
 8% per annum, payable monthly on a prorated basis of \$3.33
 per month. All notes dated the 29th of December, 1923 and
 signed by R. H. Agard, and Ruth I. Agard, his wife.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 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 Ten per cent of this mortgage and \$25.00 DOLLARS,
 which this mortgage also secures.

Part ies 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 29th day of December, 1923.

R. H. Agard SEAL

Ruth I. Agard, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 29th
 day of December 3, 1923, personally appeared R.H. Agard and Ruth I. Agard, his
wife,

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 3 day of Jany. A. D. 1924
 at 2:20 o'clock P. M.

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