

S. P. Odell

STATE OF TEXAS)

COUNTY OF DENTON)

Beofre me Robt, H. Hopkins a Notary Public, in and for said County and State, on this the 4 day of September A, D, 1925, personally appeared S. P. Odell to meknown to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth

Witness my hand and official seal the day and year above written.

My commission expires June 1st, 1925, (seal) Robt, H. Hopkins Notary Public, Denton County Texas.

Filed for Record in Tulsa, Tulsa County, Oklahoma, September 7- 1925 at 3:45 O'clock P. M, and Recorded in Book 474 Page, 155,

By Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk,

#259653 EC

REAL ESTATE MORTGAGE.

COMPARED

KNOW ALL MEN BY THESE PRESENTS; That R. H. Agard and Ruth I. Argard, his wife of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff Okla, party of the second part, the following described real estate and premises situated in Tulsa County, ^{State of} Oklahoma, to-wit;

Lot Seven (7), Block Seven (7), Highlands

Second Addition to the City of Tulsa,

according to the recorded plat thereof,

with all improvements thereon and appurtenances thereto belonging, and warrants the title to the same,

TREASURER'S ENDORSEMENT
I hereby certify that I received \$160 and issued
Receipt No. 11454 thereon in payment of mortgage
tax on the within mortgage.
Dated this 8 day of 9 1925
W. W. Stackey, County Treasurer
a.g.

This mortgage is given to secure the principal sum of Twenty Seven Hundred Fifty, Dollars with interest thereon at the rate of Ten per cent per annum payable semi, annually from date according to the terms of eight certain promissory notes described as follows;- to-wit- One Note of \$1000.00; Two notes of \$500.00 each; one note of \$300.00; one note of \$150.00; and three notes of \$100.00 each, all dated September 7th, 1925 and all due in three years,

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, Said first parties to pay all taxes and assessments lawfully assessed on said premises before delinquent,

Said first parties further expressly agree that in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Two Hundred Seventy Five Dollars, as attorney's or Solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second party its heirs or assigns said sums of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of said notes and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void otherwise shall remain in full force and effect, if said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said promises or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security