

voluntary act and deed and as the free and voluntary act and deed of said Corporation, Exchange Trust Company, for the uses and purposes therein set forth, and in the capacity therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal of Office in said County and State the day and year last above written.

My commission expires May 11th 1927

(SEAL) Maurice A. DeVinna, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 20, 1924 at 2:10 o'clock P. M.  
in Book 486, page 284

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

251650 C.J.

REAL ESTATE MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$150 and issued

Receipt No. 13821 for the payment of mortgage

on the above mortgage.

Dated this 20 day of Feb. 1924

W. W. Smiley, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That L. H. Agard and

W. G. Agard, her husband, of Tulsa County, Oklahoma

parties of the first part, have mortgaged and hereby

mortgage to Southwestern Mortgage Company, Roff,

Oklahoma party of the second part, the following des-

cribed real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

East 45 ft of Lots Nine (9) and Ten (10) Block Eighteen (18) Cherokee

Heights Addition to the City of Tulsa.

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

This mortgage is given to secure the principal sum of TWENTY-FIVE HUNDRED ## DOLLARS with interest thereon at the rate of ten per cent. per annum payable semi-annually from date according to the terms of seven certain promissory notes described as follows, to-wit:

One note of \$1000.00, two of \$500.00, one of \$200.00 and three of \$100.00

all dated February 15th, 1924 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 proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Two Hundred Fifty # 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 premises, 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 thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any