

part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 15th day of February, 1924.

L. H. Agard

W. G. Agard,

STATE OF OKLAHOMA,)
County of Tulsa) SS.

Before me, a Notary Public, in and for the above named County and State, on this 15th day of February, 1924, personally appeared L. H. Agard and W. G. Agard, her husband, to me personally known to be the identical persons 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 Feb. 11th, 1928

(SEAL)

M. Branson, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb 20, 1924 at 4:05 o'clock P. M.
in Book 486, page 285

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

251651 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$150 and issued
Receipt No. 3821 therefor in payment of mortgage
made on the within mortgage.
Dated this 20 day of Feb. 1924
A. W. Stuckey, County Clerk

REAL ESTATE MORTGAGE

COMPARED

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 follow-

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

West 45 ft of the East 90 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