

Book 323, of Mortgages, Page 479 of the records of Tulsa County, State of Oklahoma, covering the Lot Five (5) in Block Nineteen (19) in Gillette Hall Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

Witness my hand this Fourth day of August, A. D. 1924;
In the Presence Of: Lella C. Smith

State of Oklahoma, Tulsa County, ss.

Before me the undersigned a Notary Public in and for said County and State, on this 4th day of August, 1924, personally appeared Lella C. Smith 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 hand and official seal the day and year above set forth.

(seal) Elizabeth B. Windsor, Notary Public

My Commission expires February 7, 1926.

Filed for record in Tulsa County, Oklahoma on August 11, 1924 at 3:20 o'clock P. M. Recorded in Book 491 Page 350.

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk.

#264954 LLJ

REAL ESTATE MORTGAGE

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 South-Western Mortgage Company, Roff, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: South 50 feet of Lot Seven (7), Block Two (2); Pleasant View Addition to the City of Tulsa; with all improvement thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Two Thousand 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:

Three notes of \$500.00 each, one note of \$200.00, and three notes of \$100.00 each, all dated August 7th, 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 agree 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 proceeds shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Two Hundred 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 second party its heirs or assigns said sums of money in the above described notes mentioned, together