

The News Dispatch, Publ. & April 22, 1924, p. 10.  
216322 C.H.J.

COMPARED

NEAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Walter Garrett and Ella Garrett his daughter

of Sand Springs, Okla. Tulsa  
County, Oklahoma, part 1es of the first part, ha. V.G.  
mortgaged and hereby mortgage to Claude Sample

of part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of lot Eight 8 in Block Seven-7-of the North Side Addition to the city of Tulsa, Okla.

RECORDED  
I hereby certify that I received  
from the within mortgage  
dated this 22nd day of Dec. 1924  
WALTER L. FERRY, County Treasurer

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 Six Hundred DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable annually from date

according to the terms of 2 certain promissory note described as follows, to-wit:

One note for 300.00 of 12/4/22 signed by Walter Garrett & Ella Garrett bearing 8% from date due 1/1/24. One note for 300.00 of 12/4/22 signed by Walter Garrett & Ella Garrett bearing 8% from date due 1/1/25

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1es 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.

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 V shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part 1es of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of One Hundred DOLLARS, which this mortgage also secures.

Part 1es 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 4 day of Dec. 1922.

Walter Garrett SEAL

Ella Garrett SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 4 day of Dec. 1922, personally appeared

Walter Garrett

and Ella Garrett

to me known to be the identical person 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 Nov. 20, 1924. (Seal) John T. Miller, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of Dec. A. D. 1922 at 4:45 o'clock P. M. Book 402, Page 117

By F. Delman, Deputy (Seal) O. D. Lawson, County Clerk.