

217543 C.M.J. COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That E. V. Garland
 a _____ of Tulsa, Tulsa County, Oklahoma, part V of the first part, ha S
 mortgaged and hereby mortgage/to Terrace Drive Company
 of _____ part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot forty four (44) in block two (2) of the subdivision
 of a part of block five (5) of Terrace Drive Addition,
 to the city of Tulsa, County of Tulsa, State of Oklahoma,
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$0.24 and issued
 Receipt No. 6949 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 27 day of Dec 1922

WAYNE L. DICKEY, 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

Thirteen Hundred and No/100

DOLLARS

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from November 19, 1922

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

One certain promissory note in the amount of Thirteen Hundred and
 No/100 Dollars (\$1300.00) dated November 19, 1922 and due February
 19, 1923.

This mortgage is subject to a first mortgage \$6000.00 held by
 Gum Bros.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby
 covenant S and agree S 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 V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a
 reasonable attorney's fee of One Hundred Thirty and No/100 DOLLARS,
 which this mortgage also secures.

Part V of the first part, for said consideration, do ES hereby expressly waive appraisalment of said real estate and all benefit of the
 homestead, exemption and stay laws in Oklahoma.

Dated this 19th day of November, 1922.

E. V. Garland SEAL

Harriet S. Garland SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this nineteenth
 day of November, 1922, personally appeared

E. V. Garland

and _____
 to me known 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 signature and official seal the day and year last above written.

My commission expires June 19, 1926. (Seal) J. O. Osborn, Notary Public.

I hereby certify that this instrument was filed for record in my office on 27 day of Dec. A. D. 1922
 at 1:30 o'clock P. M. Book 402, Page 189

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