

The New-Dispatch Print & Audit Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Mattie Garrett and James Garrett wife and husband
 of Tulsa County, Oklahoma, part ies of the first part, ha V9
 mortgaged and hereby mortgage to Matt Logan
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

North Thirty feet of Lots Twenty (20) and Twenty one (21) of block Four (4)
 Washington addition to the City of Tulsa, Oklahoma, Except the east five feet of the N
 North Thirty feet of the said Lot Twenty ^{one} (21).

This Mortgage also cover the entire restaurant fixtures in the building on the said
 premises

TREASURER'S ENFORCEMENT

I hereby certify that I received \$ 10 and issue
 Receipt No. 7592 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 5 day of Feb, 1923

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same WAYNE L. DICKEY, County Treasurer

This mortgage is given to secure the principal sum of

Five Hundred and no/100

DOLLARS

with interest thereon at the rate of 5 per cent, per annum, payable Annually annually from

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

Dated January 30th 1923 for \$500.00 for One year payable to Matt Logan

With interest at 5% per annum and Signed by

Mattie Garrett and
James Garrett

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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 shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part ies 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 DOLLARS,
 which this mortgage also secures.

Part ies 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 30th day of January, 1923

Mattie Garratt SEAL

James Garrett SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 30th
 day of January, 1923, personally appeared

Mattie Garrett

and James Garrett wife and husband

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 hand and official seal the day and year last above written.

My commission expires October 10th 1925 (Seal) E. E. Dickson Notary Public.

I hereby certify that this instrument was filed for record in my office on 3 day of Feby A. D. 1923

at 8 o'clock A M. Book 402, Page 433

By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk.