

NO 220000

MORTGAGE RECORD NO. 408

TREASURER'S ENFORCEMENT  
I hereby certify that I received \$10.00 and tested  
Receipt No. 7328 transfer in payment of mortgage  
tax on the within mortgage.  
dated this 24 day of Jan. 1923  
WAYNE L. DICKER, County Treasurer

FROM  
TO  
STATE OF OKLAHOMA, Tulsa County, ss.  
This instrument was filed for record on the 24th day of Jan. 1923, at 2:50 o'clock P. M., and duly recorded in Book 408 on page 187.  
Fees \$  
O. G. Weaver, County Clerk.  
(Seal) By, Brady Brown, Deputy.

THIS INDENTURE, Made this 20 day of January A. D. 1923, between  
William W. DeGarmo and Mattie DeGarmo, husband and wife  
of Tulsa County, in the State of Oklahoma, part 1st of the first part, and  
Susan Harlow, single woman  
of Tulsa, Oklahoma, part 2nd of the second part:  
WITNESSETH, That said part 1st of the first part, in consideration of the sum of Five Hundred and No/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part her heirs and assigns, all the following described real estate situated in Tulsa County and State of Oklahoma, to-wit:

Lot Six (6) in Block Fifty four (54) in West Side Second Addition to the town of Sand Springs, County of Tulsa, State of Oklahoma, according to the recorded plat thereof.

It is agreed that the notes shall bear interest from date until paid, interest payable on each note as it comes due, and any time a note is paid the interest stops upon payment.

#1. State of Oklahoma, Tulsa County, ss.  
Before me the undersigned, a Notary Public in and for said County and State, on this 24th day of January 1923, personally appeared William W. DeGarmo and Mattie DeGarmo, husband and wife, known to me 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 official hand and seal the day and year above set forth.  
My commission expires Feb. 21st, 1923. (Seal) Art Stanton, Notary Public.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.  
This conveyance is intended as a mortgage to secure the payment of 10 promissory note \$ of even date herewith. One for \$ 50.00 due Jan. 20, 1923

made to Susan Harlow  
or order, payable at 223 Mayo Bldg.  
with 8 per cent interest per annum, payable semi-annually and signed by William W. DeGarmo and Mattie DeGarmo, husband and wife.  
Said first part 1st hereby covenant that they are the owner, s in fee simple of said premises and that they are free and clear of all incumbrances.

That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first part agree to insure the buildings on said premises in the sum of \$ 500.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first part agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first part 1st 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 mortgagee will pay to the said mortgagee a reasonable attorney fee 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 said first part 1st shall pay or cause to be paid to said second part her heirs or assigns said sum of \$500.00 of money in the above described note, s mentioned, together with the interest thereon according to the terms and tenor of said note, and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 8 per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any 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 note, s 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 part waive notice of election to declare the whole debt due as above and also the benefit to stay, valuation or appraisal laws.  
IN WITNESS WHEREOF, said part 1st of the first part ha. Y. hereunto set. 1923 the day and year first above written.

William W. DeGarmo  
Mattie DeGarmo

KNOW ALL MEN BY THESE PRESENTS:  
That Susan Harlow of Tulsa, Oklahoma County, Oklahoma, the within named mortgagee, in consideration of the sum of \$1.00 and other and good and valuable consideration DOLLARS, to her in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto A. E. Montgomery, his heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, s debts and claims thereby secured, and the covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein contained.  
IN WITNESS WHEREOF, The said mortgagee, ha. s hereunto set. his hand. this 24th day of January 1923.  
Susan Harlow

STATE OF OKLAHOMA, Tulsa County, ss.  
Before me, Mabel Huntsinger a Notary Public in and for said County and State on this 24th day of January 1923, personally appeared Susan Harlow, a single woman, to me known to be the identical person who executed the above 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 official hand and seal the day and year above set forth.  
My commission expires July 29, 1924, 1923 (Seal) Mabel Huntsinger, Notary Public.