

COMPARED

REAL ESTATE MORTGAGE RECORD No. 424

441

BLACK PRINTING CO. TULSA

247082 C.M.J.

THIS INDENTURE, Made this 8th day of November A.D. 1923, between

Janette Garrett and Morse Garrett her husband

of Tulsa County, in the State of Oklahoma, of the first part, and

Ruth I. Agard of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of

Six hundred thirty & No/100 DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part her heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

The west Ten (10) feet of Lot three (3) and the East 30.9 feet of Lot Four (4) all in Block Thirteen (13) Irving Place Addition to the city of Tulsa Oklahoma. according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$60 and issued Receipt No. 12982 therefor in payment of mortgage tax on the within mortgage.

Dated this 18 day of Dec 1923

W. W. Staley County Treasurer

L. B.

Deputy

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said

Janette Garrett and Morse Garrett her husband

grantor, has executed and delivered 15 certain promissory note \$ dated Nov. 8, 1923

to said party of the second part for \$40.00 each and one note for \$30.00 the first note being due and payable Forty nine months after date and one note due and payable each and every month thereafter until all have been paid in full together with interest.

with interest at the rate of 8 per centum per annum, payable monthly on unpaid bal.

And the first party agrees to keep the buildings insured for \$3500.00 In case that the papers for foreclosure are filed, the first party agrees to pay a reasonable attorney fee of \$10.00 & 10%

Now, if said party of the first part shall pay or cause to be paid to said party of the second part, her heirs or assigns, said sum of money in the above described note, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when the same is due, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note or the debt secured thereby, or, if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum interest per annum, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby waive or not waive appraisal, at the option of said second party her heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.

WITNESSES:

Janette Garrett

Morse Garrett

ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 8th day of November 1923, personally appeared

Janette Garrett

Morse Garrett her 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.

Given under my hand and seal the day and year last above written.

My Commission expires Feb. 4th, 1925. (Seal)

Lewis G. Melone, Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 19 day of Dec. 1923, at 1:35 o'clock P. M.

Book 424, Page 441

Brady Brown,

Deputy.

(Seal)

O. G. Weaver,

County Clerk.