

COMPARED

226681 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I, Bob Garder

a \_\_\_\_\_ of Tulsa County, Oklahoma, part V of the first part, ha ve

mortgaged and hereby mortgage to Harriett Garrett

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

Lot Twenty One (21) Block One (1) in the Booker-Washington  
Addition to the city of Tulsa, Tulsa County, State of Okla-  
homa, according to the recorded plat thereof.

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 \_\_\_\_\_

One Hundred (\$100.00)

DOLLARS,

with interest thereon at the rate of 8% per cent, per annum, payable \_\_\_\_\_ annually from \_\_\_\_\_ dateaccording to the terms of One certain promissory note \_\_\_\_\_ described as follows, to-wit:

One note dated February 6th, 1923, due and payable one year from date  
February 6th, 1924, signed Bob Garder, and made payable to Harriett  
Garrett.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V 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 V 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 Twenty Five \_\_\_\_\_ 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 6th day of February, 19 23

Bob Garder

SEAL.

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:Before me, \_\_\_\_\_, a Notary Public in and for said County and State, on this 6thday of February, 23, personally appeared \_\_\_\_\_

Bob Garder

and \_\_\_\_\_

to me known to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that he executed  
his  
the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

Witness my \_\_\_\_\_ and official seal the day and year last above written.

My commission expires March 1, 1924. (Seal) Thos. R. Gentry, Notary Public.I hereby certify that this instrument was filed for record in my office on 5 day of April A. D., 19 23at 9:20 o'clock A. M. Book 439, Page 236By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.