

COMPARED

228316 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Walter S. Garrett

a _____ of Tulsa County, Oklahoma, part Y of the first part, has
 mortgaged and hereby mortgage to Chas. Page
 of _____ part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Thirty-seven (37) and Thirty-eight (38) in Block
 Four (4) Southside Addition to the city of Sand Springs,
 according to the recorded plat thereof.

And the party of the first part, Walter S. Garrett, hereby
 certifies covenants and warrants that the above described
 real estate and premises is not his homestead, nor any part
 thereof, and that same has never been occupied by him, or
 any member of his family, as and for a homestead or any
 part 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 _____

Three Hundred Forty (\$340.00)

with interest thereon at the rate of 8 per cent, per annum, payable semi- annually from date

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

One note for the principal sum of \$340.00, dated the 11th day of April, 1923, executed by the above named mortgagor, due and payable to the above named mortgagee or order, said note being due and payable in monthly installments of \$25.00 each, the first monthly installment being due and payable on the 11th day of May, 1923, and a like monthly installment being due and payable on the 11th day of each succeeding month until the whole sum of money with interest hereby secured shall have been fully paid. Failure to pay any sum, principal or interest when due, shall cause the whole sum hereby secured to become immediately due and payable at the option of the holder hereof without notice.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part Y 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, and to insure, and keep insured in favor of second party, buildings on said 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 Y shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part Y 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 Fifty (\$50.00) DOLLARS, which this mortgage also secures.

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

Dated this 11th day of April, 19 23.

Walter S. Garrett SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____ a Notary Public in and for said County and State, on this 11th day of April, 19 23, personally appeared _____

Walter S. Garrett

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 July 1, 1926. (Seal) E. F. Dixon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 21 day of April, A. D., 19 23 at 11:50 o'clock A. M. Book 439, Page 351

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