

#230970 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. M. Black and C. G. Garrett,a _____ of Tulsa, Tulsa County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to The Title Guarantee & Trust Company,of _____ part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) in Block Three (3)
 Ridgedale Terrace Second Addition
 to the City of Tulsa, Oklahoma,
 according to the recorded plat thereof.

TREASURER
 I hereby certify that I received \$ 1110.00 and have
 Receipt No. 9578 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 18 day of May, 1923

WAYNE L. BUCKEY, County Treasurer

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 Eleven Hundred Ten and NO/100

DOLLARS,

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

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

Dated May 10th, 1923, For the sum of Eleven Hundred Ten & No/100 Dollars (\$1110.00) payable in installments of Twenty and No/100 Dollars (\$20.00) per month; said installments to be paid on or before the 10th day of each and every month hereafter beginning the 10th day of May 1923, Deferred payments to bear interest at the rate of 8 per cent per annum from date until paid; interest payable semi annually; If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at the option of the holder.

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

Said parties of the first part hereby agree S, that in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of One Hundred Ten and no/100 DOLLARS, which this mortgage also secures.

Part ies 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 10th day of May, 19 23

C.G. Garrett, SEAL.

W.M. Black SEAL.

Mabel C. Black SEAL.

Vera Evelyn Garrett.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 16th day of May, 19 23, personally appeared W.M. Black and Mabel C. Black, his wife,

and C. G. Garrett and Vera Evelyn Garrett, his wife,

and

to me known 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 signature and official seal the day and year last above written.

My commission expires Mar. 30, 1927. (SEAL) Wm. O. Moylan Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of May, A. D., 1923.
 at 4 o'clock P. M. Book 439, Page 572

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