

WITNESS my signature and official seal, the day and year last above written.

My commission expires February 10, 1923.

(SEAL) Loran Chester Truelove,
Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 11th, 1923, at 2 P. M/ and recorded in Book 446, page 267.

(SEAL) O. G. Weaver, County Clerk.

224965-GB COMPARED REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That, Josephine Rector Garnett and A.S. Garnett, her husband, of Tulsa, Tulsa County, Oklahoma parties of the first part, have mortgaged and hereby mortgage to Walter E. Lyons, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Five (5) in Block Two (2) Oakdale Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof,

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Two Thousand 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 one certain promissory note described as follows, to-wit:

Dated March 17th, 1923, payable in installments of Forty and no/100, Dollars (\$40.00) per month, said installments to be paid on or before the 17th, of each and every month hereafter beginning the 17th, day of April 1923. 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, Maker shall have the right to pay any multiple of the installment at any installment payment date.

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

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

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 17th, day of March, 1923.

Josephine Rector Garnett.
A. S. Garnett.

STATE OF OKLAHOMA

COUNTY OF TULSA

SS.