

254535 - BH

## REAL ESTATE MORTGAGE.

Know all men by these presents; that C. G. Garrett, of Tulsa, Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to E. J. Brennan and Jennie Brennan, parties of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: Lot two(2) and the east twenty feet of lot three (3) in block five (5) in Brookside, addition to the City of Tulsa, Oklahoma, according to the official plat thereof duly recorded in the office of Register of Deeds within and for Tulsa County, Oklahoma, 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 fifteen hundred and no/100 dollars with interest thereon at the rate of eight per cent per annum, payable annually from June 26th, 1923, according to the terms of a certain promissory note described as follows. One note dated June 26th, 1923, in amount \$1500.00 due on or before June 26th, 1924.

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

Said first party of the first part hereby agrees that in the event action is brought to foreclose this mortgage, he will pay a reasonable attorney's fee of one hundred fifty and no/100 dollars, which this mortgage also secures.

Party of the first part, for said consideration, does hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 26th day of June, 1925.

C. G. Garrett,  
Vera Evelyn Garrett.

State of Oklahoma)  
County of Tulsa ) SS

Before me, a Notary Public in and for said county and State, on this 26th day of June, 1923, personally appeared C. G. Garrett, to me personally 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.

(SEAL) Bertha T aylr, Notary Public.

My commission expires April 6, 1927.

## ASSIGNMENT.

In consideration of the sum of one (\$1.00) dollar and other good and valuable considerations, to me paid, receipt of which is hereby acknowledged, I, E. J. Brennan, mortgagee in the within and foregoing real estate mortgage, do hereby sell, assign, transfer, set over unto J. Borchhoff, Tulsa, Oklahoma, a corporation, its successors