

Overbay Bros. Binders

#234936 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H.C. Garren and Mayre Garren, his wife,
 of Garden City, Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to G. A. Fulenwider,
 of part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Thirteen (13), Fourteen (14) and Fifteen
 (15) in Block Eight (8), according to the
 Amended Plat of Blocks Five (5), Six (6), Seven
 (7) and Eight (8) of Garden City, in the County
 of Tulsa, and State of Oklahoma;

Traverse Co. Map No. 28
 Issued by the State of Oklahoma, 1928
 Record No. 10441
 Date of the mortgage, 3-7-28

W.W. Stickney
 J.S.B.

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 Seven Hundred and No/100 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable monthly ~~xxxxxxx~~ on deferred balance from date
 according to the terms of one certain promissory note described as follows, to-wit:

One promissory note dated July 1923, in the sum of \$700.00
 payable \$25.00 monthly beginning August 2nd, 1923, with
 interest at the rate of 8 percent per annum from date payable
 monthly on deferred balance, signed by the said H. C. Garren
 and Mayre Garren, his wife, in favor of the said G.A. Fulenwider;

Provided, always, that this instrument is made, executed and delivered upon the following conditions, 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 upon 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 mort-
 gage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second party shall be entitled to the immediate pos-
 session of the premises and all the 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 \$50.00 and 10 percent of amount due. 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 benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 2nd day of July, 1923

H.C. Garren
 Mayre Garren,
 SEAL
 SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:
 Before me, _____, a Notary Public in and for said County and State on this 2nd
 day of July, 1923, personally appeared H.C. Garren and Mayre Garren, his wife,

xxx
 to me known to be the identical person s 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 January 16, 1927. (SEAL) Beulah McAllister, Notary Public

I hereby certify that this instrument was filed for record in my office on 3 day of July A. D., 1923
 at 4 o'clock P. M. Book 439, Page 240
 By Brady Brown Deputy. O.G. Weaver, County Clerk
 (SEAL)