

## MORTGAGE RECORD NO. 456

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That O.G. Garrett and Vera Evelyn Garrett, his wife  
 of Tulsa, County, Oklahoma, part 128 of the first part, have  
 mortgaged and hereby mortgage to The Liberty National Bank of Tulsa,  
 of Tulsa, County, Oklahoma, part 7 of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of that part of Lot Two (2) in Block Twenty-Eight  
 (28) in the original town of Tulsa, Oklahoma, lying  
 South of the right of way of the M.K. & T. Railway  
 Company Tracks.

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 Nineteen Thousand Nine Hundred Sixty five  
and no/100 (\$19,965.00) DOLLARS,  
 with interest thereon at the rate of 8 per cent, per annum, payable annually from Maturity  
 according to the terms of One certain promissory note described as follows, to-wit:

Note in the amount of Nineteen Thousand Nine Hundred Sixty  
 Five Dollars, dated June 4th, 1923, due ninety days after  
 date, at the rate of eight per cent after maturity, signed  
 by O.G. Garrett and Vera Evelyn Garrett, his wife.

Received of O.G. Garrett the sum of \$4.00 and issued  
7866 dollars in payment of mortgage.  
 Dated this 4 day of June, 1923  
Wm. O. Moylan, County Treasurer  
D. G. Deputy

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 128 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 part 7 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, ----- will pay a  
 reasonable attorney's fee of One Hundred Ninety Nine Dollars and 65/100 DOLLARS  
 which this mortgage also secures.

Part 128 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 4th day of June, 1923

C.G. Garrett SEAL

Vera Evelyn Garrett. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 4th  
 day of June, 1923, personally appeared O.G. Garrett, and vera Evelyn Garrett,  
his wife.

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 4 day of June, A. D., 1923  
 at 2 o'clock P. M. Book 439, Page 45

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