

238372 M H

Overbay Bros., Builders

COMPARED

Second. REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Loyd Garrison, a single man, Byrd H. Pinnell & Jessie Pinnell his wife of Tulsa County, Oklahoma, part 188 of the first part, have mortgaged and hereby mortgage to O. P. Matthews part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Number Twenty-Two (22) in Block Number Two (2) in Krutz-Gerlach Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 72 and issued Receipt No. 1118 for a payment of mortgage tax on the within mortgage.

Dated this 21 day of Aug 1923
W. W. Stuckey, County Treasurer

W. W. Stuckey
Deputy

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 Two Thousand Eight Hundred Ninety-One - - - 98/100 - - - DOLLARS, with interest thereon at the rate of Eight cent, per annum, payable monthly annually from date according to the terms of 55 certain promissory note 8 described as follows, to-wit:

\$2891.98

Tulsa, Oklahoma, August 18, 1923

One note dated Aug. 18, 1923, due August 18, 1924, in the sum of \$1000.

with interest at the rate of 8% payable annually from date executed by

Loyd Garrison, Byrd H. Pinnell & Jessie Pinnell to O. P. Matthews,

Fifty Four notes dated Aug. 18, 1923, in the principal sum of \$35.00

each, except last note being for \$36.98, in the principal sum of \$1891.98

being payable at the rate of \$35.00 monthly with interest at the rate of

8% payable monthly on all principal sum due until paid in full, First note

due October 1st. 1923, and one each and every month thereafter until

paid in full.

Signed. Loyd Garrison

Byrd H. Pinnell

Jessie Pinnell

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 188 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 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 the second part Y shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 188 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 \$10.00 and 10% of principal sum. 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 18th day of August, 1923

Loyd Garrison SEAL

Byrd H. Pinnell SEAL

Jessie Pinnell

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Max Halff, a Notary Public in and for said County and State on this 18th day of August, 1923, personally appeared

Loyd Garrison, a single man and Byrd H. Pinnell and Jessie Pinnell his wife

and me known to be the identical person 8 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 31, 1927 (Seal) Max Halff Notary Public

I hereby certify that this instrument was filed for record in my office on 20th day of August, A. D. 1923 at 2 o'clock P. M. Book 439, Page 480

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