

238501 C.M.J.

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That C. G. Garrett  
 of Tulsa County, Oklahoma, part V of the first part, ha  
 mortgaged and hereby mortgage to The Liberty National Bank of Tulsa, Oklahoma,  
 of part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Number Seven (7) in Block Number Two (2) and  
 all of Lots Number One (1) and Number Three (3) in Block  
 Number Three (3) in Peoria Gardens Addition to the City  
 of Tulsa, Oklahoma, according to the recorded plat thereof.

(The above described property is not nor never has been  
 any part of my homestead.)

TRASURER'S ENDORSEMENT  
 I hereby certify that I received \$462 and issued  
 Receipt No. 11214 therefor in payment of mortgage  
 tax on the within mortgage.  
 Dated this 22 day of aug 1923  
W. W. Stuckey, County Treasurer

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  
Twenty-three thousand Sixty & No/100 (\$23,060.00) DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable annually from date  
 according to the terms of two certain promissory note S described as follows, to-wit:

One note in the principal sum of \$19,965.00, dated June 4th,  
 1923, due ninety days after date, bearing interest at the rate  
 of eight per cent from maturity, signed by C. G. Garrett and  
 Vera Evelyn Garrett, his wife,

One note in the principal sum of \$3095.00, dated June 4th, 1923,  
 due ninety days after date, bearing interest at the rate of eight  
 per cent from date, signed by C. G. Garrett.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby  
 covenant S and agree S 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 S shall be entitled to the immediate pos-  
 session of the premises and all the rents and profits thereof.

Said part V of the first part hereby agree S, that in the event action is brought to foreclose this mortgage, he will pay a  
 reasonable attorney's fee of ten per cent of principal sum of notes, DOLLARS  
 which this mortgage also secures.

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

Dated this 20th day of August 19 23

C. G. Garrett

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State on this 20th  
 day of August 19 23 personally appeared C. G. Garrett

and ----- to me 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.  
 My commission expires April 6, 1927. (Seal) Bertha Taylor, Notary Public

I hereby certify that this instrument was filed for record in my office on 22 day of August A. D. 19 23  
 at 11:00 o'clock A. M. Book 439, Page 493  
 By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk