

## MORTGAGE RECORD NO. 465

# 243258 15 H

## 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 Liberty National Bank of Tulsa  
 of Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

an undivided one-half interest in and to the following described Real Estate;  
 Lot Twelve (12), Block Eight (8) Ridgedale Terrace Addition to the City of Tulsa, and  
 Lots Fifteen (15) and Sixteen (16) Block Eleven (11), Cherokee Heights Addition to the  
 City of Tulsa, and all of the North Eighty Feet of Lot Eight (8), Block Twenty Seven  
 (27), Park Place Addition to the city of Tulsa, according to the recorded Plats thereof.

The above is not now and never has been a part of my homestead

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 Fourteen Thousand and no/100 (\$14,000.00) DOLLARS,  
 with interest thereon at the rate of eight per cent, per annum, payable late  
 according to the terms of one certain promissory note, described as follows, to-wit:

Note in the amount of \$14,000.00, dated April 30th, 1923 due four months after  
 date, bearing interest at the rate of eight per cent from date, signed by M. E.  
 Maxwell, and in favor of the Liberty National Bank, Tulsa, Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$280 and issued  
 Receipt No. 1225 for same in payment of mortgage  
 tax of the within mortgage.  
 Dated this 29 day of Oct. 1923  
W. W. Stucker County Treasurer

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

Said part V 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 Forty and no/100 DOLLARS,  
 which this mortgage also secures.

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

Dated this 24th day of October 1923

C. G. Garrett SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa ss:

Before me, Notary Public in and for said County and State, on this 24th  
 day of October 1923, personally appeared  
C. G. Garrett

and  
 to me known to be the identical person S 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 Sept. 13, 1927 (Seal) Margaret House Notary Public.

I hereby certify that this instrument was filed for record in my office on 29 day of Oct. A. D. 1923.

at 1.30 o'clock P. M.

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