

MORTGAGE RECORD NO. 465

#240752 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That W. M. Black and Mabel C. Black, his wife, and C. G. Garrett, and Vera Evelyn Garrett, his wife, of Tulsa, County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to TITLE GUARANTEE & TRUST COMPANY, Trustee, of part Y of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Twelve (12) in Block Three (3) Ridgedale Terrace Second Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 20 and issued Receipt No. 11647 thereon in payment of mortgage tax on the within mortgage.

Dated this 24 day of Sept. 1923

W. W. Shackelford, Treasurer

S. Barling 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 Five Hundred Thirty and No/100 -- (\$530.00)

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable Semi- annually from date

according to the terms of ONE certain promissory note described as follows, to-wit:

Note dated September 21st, 1923, for \$530.00 due and payable in monthly installments of \$20.00 each, from the date hereof. Deferred payments to bear interest at the rate of 8 per cent per annum from date until paid. Interest due and payable semi-annually.

If any installment become delinquent for 60 days the entire unpaid balance shall become due and payable at the option of the holder of said note.

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 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 Y shall be entitled to the immediate possession of the premises and all 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 10% of note or Fifty-three (\$53.00) 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 21st day of September, 1923

W. M. Black, Mabel C. Black SEAL

C. G. Garrett, 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 24th day of September, 1923, personally appeared W. M. Black and Mabel C. Black, his wife, C. G. Garrett and Vera Evelyn Garrett, his wife.

xxx To me known to be the identical person 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 24 day of Sept. A. D. 1923 at 4:15 o'clock P. M.

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