

#241010 NS

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That C. G. Garrett and Vera Evelyn Garrett, his wife,
 of Tulsa County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Albert A. Thayer,
 of Tulsa County, Oklahoma, parties of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Commencing at a point One Hundred Sixty-eight (168 4/10) and
 four tenths Feet distant from the Northeasterly corner of Block
 Twenty Eight (28), and on the Easterly line thereof, thence running
 Westerly on a line Parallel with and nine feet distant from the
 center line of the Southerly Industrial Track of the Missouri, Kansas
 & Texas Railway Company, as now located and constructed on Lot Two
 of said Block a distance of One Hundred and Forty-one feet to the
 Alley; thence Southerly along the Easterly line of said alley to the
 Southwesterly corner of said Lot Two; thence Easterly along the
 Southerly line of said Lot Two to the Southeasterly corner of said
 Lot Two, thence Northerly along the Easterly line of said Block Twenty-
 eight to point of beginning, all in the original Town now City of
 Tulsa, County of Tulsa, State of Oklahoma, according to the Official
 Plat and Survey thereof.

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 Twelve Thousand and No/100 - - - (\$12,000.00)
eight DOLLARS,
 with interest thereon at the rate of eight per cent, per annum, payable semi- annually from date
 according to the terms of one certain promissory note, described as follows, to-wit:

One note in the amount of Twelve Thousand Dollars (\$12,000.00)
 dated September 27th, 1923, due one year after date, to Albert
 A. Thayer, bearing interest at the rate of eight per cent, pay-
 able semi-annually, in advance, signed C. G. Garrett and Vera
 Evelyn Garrett, his wife,

I hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of the County Clerk of Tulsa County, Oklahoma.
 Filed for record September 28, 1923.
 W. W. S. County Clerk

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first party 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 party, 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 Twelve Hundred and No/100 - - - (\$1,200.00) 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 27th day of September, 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 27th
 day of September, 1923, personally appeared C. G. Garrett, and Vera Evelyn Garrett,

and _____
 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 27 day of Sept. A. D. 1923
 at 4:10 o'clock P. M.

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