

STATE OF OKLAHOMA,)
Tulsa County,) ss.

Wm. C. Harris

Setta B. Harris

BEFORE ME, a Notary Public in and for said County and State, on this 5th day of November 1923 personally appeared Wm. C. Harris and Setta B. Harris, husband & wife to me known to be the identical persons 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.

My commission expires March 27, 1924. (Seal)

Leone Patton, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 6, 1923, at 3:20 o'clock P.M. and recorded in Book 479, Page 377.

479 By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

TREASURER'S ENDORSEMENT
1243886-6-11-1 received \$.02 and issued
Receipt No. 12315 therefor in payment of mortgage
tax on the within mortgage.

COMPARED

Dated this 6 day of Nov 1923
W. W. Stackey, County Treasurer
S. B. Deputy

KNOW ALL MEN BY THESE PRESENTS: That H. C. Garren and Mayre Garren, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, hereby mortgage

v to L. Lyons of Tulsa, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lots Thirteen (13), Fourteen (14) and Fifteen (15) in Block Eight (8), according to the Amended Plat of Blocks Five (5), Six (6), Seven (7) and Eight (8) of Garden City, in the County of Tulsa, State of Oklahoma, according to the recorded plat and survey thereof;

with all the improvements thereon and appurtenances thereunto belonging and warrant the title of the same. This mortgage is given to secure the principal sum of One Hundred Twenty-five Dollars, with interest thereon at the rate of 10 per centum per annum, payable monthly from date on deferred balance according to the terms of one certain promissory note described as follows, to-wit:

One promissory note in the sum of \$125.00, dated October 22, 1923, payable \$25.00 per month beginning December 1st, 1923; deferred payments to bear interest at the rate of 10 percent per annum from date until paid, payable monthly; said note signed by the said H. C. Garren and Mayre Garren, his wife, in favor of L. Lyons.

FIRST. The mortgagors represent that they have fee simple title to said land, free and clear of all liens and encumbrances, except one certain mortgage in the sum of \$700.00 in favor of G. A. Fulenwider, as appears of record; and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption, and waive the appraisalment of said lands in case of sale under foreclosure.

SECOND. If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note as the same shall mature, and shall keep and perform all the covenants and agreements in this mortgage, then these presents shall become void; otherwise to remain in full force and effect.

THIRD. Said mortgagors agree to pay promptly when due and payable all taxes and assessments that may be levied within the State of Oklahoma, upon said lands and tenements, or upon any interest or estate therein including the interest represented by this mortgage lien; and further to pay and tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintain or of enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of said indebtedness; and will pay any and all labor and material liens whether created before or after this date that are lawfully charged against said premises;