

Hellworth, of Celina, Ohio, of the second part,

WITNESSETH: That said parties of the first part in consideration of the sum of Six Hundred 00/100 Dollars, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of second part his heirs and assigns, the following described real estate, situated in Tulsa County and State of Oklahoma, to wit:

Lots Six (6) and Seven (7) in Block Twenty Seven (27) of Owen's Addition to the City of Tulsa.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

PROVIDED ALWAYS, and these presents are upon the express condition, that Whereas, said Frank T. Gilbert and Gabrilla Gilbert, have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows:

Phoenix, Arizona, October 27th, 1908.

On or before one year after date, for value received, we promise to pay to Clinton Hellworth, or order, Six Hundred Dollars, at Phoenix, Arizona. To bear interest from date at eight per cent per annum, and further agree that if this note is not paid when due, to pay all cost necessary for collection, including ten per cent for Attorney's fees.

Now if said parties of the first part shall pay or cause to be paid to the said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon accruing to the terms and tenor of same then this mortgage shall be wholly discharged and void, and otherwise to remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid and when the same are by law made due and payable, the whole of said sum and interest thereon shall then become due and payable; and the said party of the second part shall be entitled to the possession of said premises, and the said parties of the first part for said consideration do hereby expressly waive appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hands, the day and year first above written.

Frank T. Gilbert

Gabbrilla Gilbert

TERRITORY OF ARIZONA, MARICOPA COUNTY )

Before me, H. W. Berryman, a Notary Public, in and for said County and State, on the 27th day of Oct., 1908, personally appeared Frank T. Gilbert, and Gabrilla Gilbert, his wife, 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.

H. W. Berryman,

(SEAL) My commission expires July, 7, 1912.

Filed for record Nov. 27, 1908, at 8 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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