

COMPARED

218859 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Samuel A. Gsell and Grace Gsell, husband and wife,
of Sand Springs, Oklahoma -- or in Tulsa County, Oklahoma, part ies of the first part, have
 mortgaged and hereby mortgage to Sand Springs State Bank
 of part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

The South twenty four (24) feet of Lot 8, and the
 North two and one-half (2½) feet of Lot 9, in Block
 37 of the original townsite, now City of Sand Springs,
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 800 and issued
 Receipt No. 7195 for the same in payment of mortgage
 tax on the within mortgage.

Dated this 13 day of Jan 1923.

WAYNE L. DICKER, County Treasurer

A. J.
 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

Eight thousand and 00/100

DOLLARS

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

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

Five promissory notes, each and all bearing the date of January 2nd, 1923, made and executed by said parties of the first part, and due and payable to said party of the second part, on order, as follows: One note for the principal sum of one thousand dollars (\$1,000), due and payable January 2nd, 1924; one note for the principal sum of one thousand (\$1,000) dollars due and payable January 2nd, 1925; one note for the principal sum of two thousand (\$2,000) dollars due and payable January 2nd, 1926; one note for the principal sum of two thousand (\$2,000) dollars due and payable January 2nd, 1927; one note for the principal sum of two thousand (\$2,000) dollars due and payable January 2nd, 1928. Failure to pay any amount when due principal or interest, shall cause the whole sum hereby secured to become immediately due and payable without notice at the election and option of the holder hereof.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part ies 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.

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 S, that in the event action is brought to foreclose this mortgage, --- will pay a reasonable attorney's fee of Eight Hundred (\$800.00) DOLLARS, which this mortgage also secures.

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

Dated this 2nd day of January, 1923.

Samuel A. Gsell SEAL.

Grace Gsell SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, ---, a Notary Public in and for said County and State, on this 11
 day of January, 1923, personally appeared

Samuel A. Gsell and Grace Gsell, husband and wife,

and ---
 to me known to be the identical person S 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 July 1, 1926. (Seal) E. F. Dixon, Notary Public.

I hereby certify that this instrument was filed for record in my office on 12 day of January A. D. 1923
 at 8:30 o'clock A.M. Book 402, Page 267

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