

220428 D.L.B.

The News-Dispatch Print & Book Co., Shawnee, Okla.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That H. Jones and N. C. Jones husband and wife
of Tulsa County, Oklahoma, parties of the first part, here-
mortgaged and hereby mortgage to Robt W Gibbs
of _____ part _____ of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

Lot 45 in Block 2 of the South Side Addition
to the city Sand Springs.

TREASURER'S EXEMPTION
I hereby certify that I received \$10.00 and issued
Permit No. 2502 herefor in payment of mortgage
tax on the within mortgage.
Dated this 30 day of Jan 1923
WAYNE L. DICKEY, County Treasurer
W. 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 Eighty DOLLARS

with interest thereon at the rate of 10 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 for \$80.00 dated Sept 17-1921
due Sept 17-1923

This is a second mortgage and subject to a first
mortgage given to the Guaranty State Bank Sand Springs,
Okla.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part, 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, shall be entitled to the immediate possession of
the premises and all rents and profits thereof.

Said part, of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a
reasonable attorney's fee of One Hundred DOLLARS,
which this mortgage also secures.

Part, 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 17th day of September, 1921

H. Jones SEAL

N. C. Jones SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 28th
day of Sept., 1921, personally appeared H. Jones and N. C. Jones husband and
wife

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 Feb. 21-1923 (SEAL) Art Stanton Notary Public.

I hereby certify that this instrument was filed for record in my office on 29th day of Jan A. D. 1923
at 4.10 o'clock P. M. Book 402, Page 369

By Bray Brown Deputy. C. G. Weaver County Clerk.