

COMPARED

## REAL ESTATE MORTGAGE RECORD No. 424

BLACK PRINTING CO. - TULSA

256201 G.M.J.

THIS INDENTURE, Made this 8th day of April, A.D., 1924, between

Jess L. Gilbert and Belle Gilbert, his wife

of Tulsa

County, in the State of Oklahoma, of the first part, and

The First National Bank of Broken Arrow, Oklahoma

of the second part.

WITNESSETH, That the said part 1st of the first part in consideration of the sum of

Nine Hundred Eighty Six and 50/100

DOLLARS

the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said part 2nd of the second part its heirs and assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:

Lot Nine (9) Block Fifty Six (56) in Broken  
Arrow, Oklahoma.

## TREASURER'S ENDORSEMENT

I hereby certify that the sum of \$20.00 and issued  
14596 for the payment of mortgage

22 April 1924  
S.B.  
Treasurer

TO HAVE AND TO HOLD THE SAME, 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 the said

Jess L. Gilbert and Belle Gilbert, his wife

grantor, ha. VS executed and delivered two certain promissory note S. dated 4th 1924

to said part 2nd of the second part for \$ 600.00 and \$386.50

due July 8th 1924 and April 30th 1924 respectively

with interest at the rate of 10 per centum per annum from maturity payable

And the first part 1st agree to keep the buildings insured for \$ 500.00

In case that VS papers for foreclosure are filed, the first part 1st agree to pay VS attorney fee of \$ 98.65

Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part its heirs or assigns, said sum of money in the above described note together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall 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, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note or the debt secured thereby, or, if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum interest per annum, and said part 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said consideration do VS hereby waive or not waive appraisal, at the option of said second part 1st, their heirs and assigns.

IN WITNESS WHEREOF, The said part 1st of the first part ha. VS hereunto set their hand the day and year first above written.

WITNESSES:

Jess L. Gilbert

Belle Gilbert

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this day of 1924, personally appeared

Jess L. Gilbert and Belle Gilbert, his 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.

Given under my hand and seal the day and year last above written.

My Commission expires Aug. 28, 1924. (Seal)

Joseph C. Dowdy,

Notary Public

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 21 day of April

1924 at 9:00 o'clock A.M.

Book 424, Page 560

Brady Brown,

Deputy (Sag1)

O. G. Weaver,

County Clerk