

226002 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Ella Gessel and B. M. Gessel, her husband,of Tulsa County, Oklahoma, parties of the first part, havemortgaged and hereby mortgage to The Liberty National Bankof part V of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

All of Lots One (1) and two (2) in Block two (2) in Orcutt Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the official plat thereof.

RECORDED AND INDEXED

Mortgage No. 8521

Issued for the purpose of payment of mortgage

Dated this 28th day of March 1923

WAYNE L. DRAKE, County Treasurer

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

THIRTEEN THOUSAND FOUR HUNDRED EIGHTY-EIGHT & 13/100 (\$13,488.13) DOLLARS,with interest thereon at the rate of ten per cent, per annum, payable annually from maturityaccording to the terms of one certain promissory note described as follows, to-wit:

One note in the principal sum of \$13,488.13, dated March 28th, 1923, due ninety days from date, bearing interest at the rate of ten per cent from maturity, signed by Ella Gessel and B. M. Gessel, her husband,

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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, and to insure, and keep insured in favor of second party, buildings on said 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 party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties 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 ten per cent of principal sum of note, DOLLARS, which this mortgage also secures.

Parties 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 28th day of March, 19 23Ella Gessel

SEAL

B. M. Gessel

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 March, 19 23, personally appeared

Ella Gessel and B. M. Gessel, her husband,

and

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.

Witness my signature and official seal the day and year last above written.

My commission expires Mar. 18, 1923. (Seal) Ray S. Fellows, Notary Public.I hereby certify that this instrument was filed for record in my office on 28 day of March, A. D., 19 23at 4:40 o'clock P. M. Book 433, Page 180.By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.