

MORTGAGE RECORD NO. 439

230642 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Earl A. Franks and Bess S. Franks husband and wifea _____ of Tulsa County, Oklahoma, part ies of the first part, ha vemortgaged and hereby mortgage to G. Harry Gibbs and Helen B. Gibbs,of _____ part ies of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Seventeen (17) in Block Two (2) in Grandview Place
Addition to the city of Tulsa, Tulsa County, Oklahoma,
according to the recorded plat thereof.

I hereby certify that I received 200 and issued
Record No. 9239 therefor in payment of mortgage
tax on the within mortgage.

Dated this 17 day of May, 1923
WAYNE L. DICKEY, 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 _____

Twenty five Hundred and no/100

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable monthly annuity from _____ dateaccording to the terms of 50 certain promissory note 8 described as follows, to-wit:

Fifty (50) notes in the principal sum of fifty (\$50.00) dollars each, dated May 14th, 1923, each bearing interest at the rate of 8 percent per annum, payable monthly from date, signed by Earl A. Franks and Bess S. Franks, the first of which notes becomes due on or before one month from date, and one becomes due on or before each month thereafter for a period of forty nine (49) months until paid.

It is hereby agreed by the parties hereto that said mortgagors shall have the privilege of paying all or any number of said notes at any time.

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, 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 part ies shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said part ies of the first part hereby agree, that in the event action is brought to foreclose this mortgage, _____ will pay a reasonable attorney's fee of ten percent of the principal said notes DOLLARS, which this mortgage also secures.

Part ies 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 14th day of May, 19 23

Earl A. Franks

SEAL.

Bess S. Franks

SEAL.

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 14th day of May, 19 23, personally appeared _____

Earl A. Franks and Bess S. Franks, husband and wife

and _____
to me known to be the identical person 8 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 Febr. 14th, 1925. (Seal) Chas. A. Myers, Notary Public.

I hereby certify that this instrument was filed for record in my office on 16 day of May, A. D., 19 23
at 9:30 o'clock A. M. Book 439, Page 544

By Brady Brown, Deputy, O. G. Weaver, County Clerk.