

228259-ACM

## M O R T G A G E

THIS INDENTURE, Made this 14th day of April, 1923 between Homer L. Gebhart and Lillian L. Gebhart, his wife, of Tulsa County, in the State of Oklahoma, of the first part, and William B. Desso of Butler County, in the State of Kansas, of the second part:

I hereby certify that the sum of \$1,000.00 has been received from Homer L. Gebhart and Lillian L. Gebhart, his wife, of Tulsa County, Oklahoma, for the sum of One Thousand Dollars, bearing even date herewith, payable at The Prairie State Bank of Augusta, Kansas, in equal installments of Twenty-Five and no/100 Dollars each, the first installment payable on the 15th day of May, 1923, the second installment on the 15th day of June 1923, and one installment on the 15th day of each month thereafter with 8% interest per annum on each installment until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of 8 per cent, per annum from the date of said note until fully paid. Appraisal waived at option of mortgagee.

Receipt No. 228259-ACM  
 Dated this 23 day of April 1923  
 WYATT L. DICKER, County Treasurer  
 A. J.

WITNESSETH, That the said parties of the first part, in consideration of the sum of One Thousand Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs, and assigns, all the following described Real Estate, situated in the County of Tulsa and State of Oklahoma, to-wit:

All of Lot Ten (10) in Block Two (2) Maryland Gardens Addition to Tulsa, Tulsa County, Oklahoma, according to the recorded plat and survey thereof

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 this express condition, that whereas said Homer L. Gebhart and Lillian L. Gebhart have this day executed and delivered their certain promissory note to said party of the second part, for the sum of One Thousand Dollars, bearing even date herewith, payable at The Prairie State Bank of Augusta, Kansas, in equal installments of Twenty-Five and no/100 Dollars each, the first installment payable on the 15th day of May, 1923, the second installment on the 15th day of June 1923, and one installment on the 15th day of each month thereafter with 8% interest per annum on each installment until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of 8 per cent, per annum from the date of said note until fully paid. Appraisal waived at option of mortgagee.

Now if said Homer L. Gebhart and Lillian L. Gebhart shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, 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; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executor, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all incumbrances and that they will, and their heirs, executors, and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Homer L. Gebhart

Lillian L. Gebhart