

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. Harry Gibbs and Helen B. Gibbs, (His Wife) of Tulsa County, Oklahoma, part 1st of the first part, have mortgaged and hereby mortgage to Katherine C. Roberson of Tulsa County, Oklahoma, part 1st of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Number nineteen (19) in Grandview Place second addition to Tulsa County Oklahoma according to the recorded plat thereof.

THEASHER'S ENDORSEMENT
I hereby certify that I have received and issued
Receipt No. 11355 for the payment of mortgage
tax on the within part, to-wit:
Dated the 31 day of Aug., 1923
W. W. Sawyer, County Treasurer
B. Quinn
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 Seventeen Hundred, Fifty and No/100 (\$1750.00) DOLLARS, with interest thereon at the rate of 8 per cent, per annum, payable Semi- annually from Date according to the terms of One certain promissory note described as follows, to-wit:

One principal note in the sum of \$1750.00 of even date, due and payable in three years from date with interest at the rate of 8 % per annum, privilege allowed to anticipate any or all of the amount at any interest paying period.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 upon the premises, and to insure and keep insured in favor of second party buildings and 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 the second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said part 1st 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 \$ 200.00 DOLLARS which this mortgage also secures.

Part 1st of the first part, for said consideration, do es hereby expressly waive appraisement of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 8th day of August, 19 23.

G. Harry Gibbs SEAL
Helen B. Gibbs SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:
Before me, G. Harry Gibbs, a Notary Public in and for said County and State on this 8th day of August, 19 23, personally appeared G. Harry Gibbs and Helen B. Gibbs 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 December 2- 1926 (Seal) Lula A. Cofer Notary Public

I hereby certify that this instrument was filed for record in my office on 30 day of August, A. D., 19 23.
at 9 o'clock A. M. Book 439, Page 531
By Brady Brown Deputy. (Seal) O. G. Weaver County Clerk