

MORTGAGE RECORD NO. 465

#242498 NS

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jessie Gilbert and husband C.E. Gilbert,
 of Tulsa, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to R. M. McCreery,
 of Tulsa, part y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lots Three (3) and Four (4) in Block
 One (1) of Bullette Addition to the City of
 Tulsa, Oklahoma, according to the recorded plat
 thereof.

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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 One Thousand Fifty and no/100
 with interest thereon at the rate of eight per cent, per annum, payable monthly annually from date
 according to the terms of twelve certain promissory note S described as follows, to-wit:

Eleven notes for the sum of \$75.00 dated this
 date, the first note maturing on the 16th day
 of November, 1923, and one note on the 16th day
 of each and every month thereafter until all of
 said notes are paid and one note for the sum of
 \$225.00 maturing twelve months from date. All
 of said notes bear interest at the rate of 8%
 per annum computed and payable monthly on whole
 sum unpaid each month.

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 y 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 \$50. and 10% of the amount recovered. 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 16th day of October, 1923

Jessie Gilbert SEAL

C.E. Gilbert, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, Harold S. Baer, a Notary Public in and for said County and State, on this 16th
 day of October, 1923, personally appeared Jessie Gilbert and husband C.E. Gilbert,

and they
 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.

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

My commission expires July 9, 1925. (SEAL) Harold S. Baer, Notary Public.

I hereby certify that this instrument was filed for record in my office on 18 day of Oct. A.D., 1923
 at 2:30 o'clock P.M.

By Brady Brown Deputy (SEAL) O.C. Weaver, County Clerk.