

## REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. D. Gribben, W. J. Gribben and May Alice Gribben, his wife  
 of Tulsa County, Oklahoma, part 1st of the first part, ha VE  
 mortgaged and hereby mortgage to Exchange Trust Company, a Corporation of  
Tulsa Oklahoma part Y of the second part, the following described real estate and premises situated in  
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) in Block Five (5) in Crosbie Heights Addition to the City of Tulsa,  
 Tulsa, Tulsa County, Oklahoma, according to the Recorded Plat thereof, also  
 Known as 304 South Phoenix Avenue, Tulsa, Oklahoma

12332  
 Dated this 29 day of Oct. 1923  
 W. W. Stuckey, County Treasurer  
 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 Five Hundred and no/100 DOLLARS,

with interest thereon at the rate of eight per cent, per annum, payable at Maturity from date

according to the terms of five certain promissory note S described as follows, to-wit:

Five notes for \$100.00 each, dated October 27th, 1923, signed by J. D. Gribben, W. J. Gribben and May Alice Gribben, in favor of Exchange Trust Company, a corporation, Tulsa, Oklahoma, the first note due January 10th, 1924, and the remaining four notes due serially on the 10th of each succeeding month thereafter, the last note maturing May 10th, 1924

(This mortgage is second to a mortgage for \$3000.00 of even date herewith, to Exchange Trust Company, a Corporation, Tulsa, Oklahoma, recorded in Book--- page---

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 on the 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 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 Fifty and No/100 DOLLARS, which this mortgage also secures.

Part 1st 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 27th day of October, 1923.

J. D. Gribben SEAL

W. J. Gribben SEAL

May Alice Gribben

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 27th day of October, 1923, personally appeared J. D. Gribben, W. J. Gribben and May Alice Gribben, his wife

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 May 11th 1927 (Seal) Maurice A DeVinna Notary Public.

I hereby certify that this instrument was filed for record in my office on 29th day of Oct., A. D. 1923

at 4 o'clock P M.  
Brady Brown Deputy. (Seal) O. G. Weaver County Clerk.