

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That T. Frank Gibson and Lela O. Gibson, husband and wife,
Skiatook, Tulsa, County, Oklahoma, parties the first part, have
 mortgaged and hereby mortgage to John M. Fisher,
 of _____ part _____ of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Fifteen (15) and Sixteen (16) in Block Thirty-
 Six (36) in the Town of Skiatook, according to the
 recorded plat thereof.

TREASURER'S ENDORSEMENT
 I hereby certify that I received \$ 148 and issued
 Receipt 1286 on payment of mortgage
 tax on the within instrument.
 Dated this 11 day of Dec 1923
W. W. [Signature], County Treasurer S.B.

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 Seven Hundred and No/100 -----
 ----- DOLLARS.

with interest thereon at the rate of 10 per cent, per annum, payable semi- annually from
 according to the terms of one certain promissory note, described as follows, to-wit: Copy Attached hereto.

\$700.00

Skiatook, Okla., December 8th, 1923.

Eighteen Months after date, we, or either of us, promise to pay to the order
 of John M. Fisher, Skiatook, Oklahoma, Seven Hundred and No/100 Dollars, for value
 received, negotiable and payable at the office of The First National Bank of Skiatook,
 Skiatook, Oklahoma, without defalcation or discount with interest at the rate of 10 per
 cent, per annum from date until paid, defaulting interest to draw same rate as principal.
 We makers and endorsers jointly and severally waive presentment for payment, notice of
 non-payment, protest, or notice of protest, and consent that time of payment may be
 extended without notice thereof to any of the sureties of this note. It is further
 expressly agreed that if this note is placed in the hands of an attorney, or collector
 for collection, whether suit is brought on same or not, then and in that event, to pay
 the owner or holder of his note, a fee of ten dollars and ten per cent of the amount
 due, together with all expenses incurred in the collection of the principal, interest,
 or any part thereof. Interest to be paid semi-annually. Signed T. Frank Gibson, Lela O. Gibson.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties 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 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 Seventy and no/100 ----- DOLLARS,
 which this mortgage also secures.

Parties the first part, for said consideration, do 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 December, 1923.

T. Frank Gibson SEAL

Lela O. Gibson, SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, _____, a Notary Public in and for said County and State, on this 8th
 day of December, 1923, personally appeared T. Frank Gibson, and Lela O. Gibson,
husband and wife,

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 hand and official seal the day and year last above written.

My commission expires February 23rd, 1924. (SEAL) Frank F. Cochran, Notary Public.

I hereby certify that this instrument was filed for record in my office on 10 day of Dec., A. D. 1923.

at 8 o'clock A. M.

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