

GIVEN under my hand and Notarial seal, this twentieth day of October A. D. 1923.

Does not state when Com. exp.

(SEAL)

J. C. Whitefield, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 29, 1923 at 8:00 o'clock A. M. in Book 480, page 45

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

243211 C. J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$24 and issued Receipt No. 12250 therefor in payment of mortgage tax on the within mortgage.

Dated this 30 day of Oct. 1923

W. W. Seabury, County Treasurer

S-B
Deputy

REAL ESTATE MORTGAGE

COMPARED

THIS INDENTURE, Made this 15th day of Oct A. D. 1923, by and between P. P. Gustin and Roxie Gustin of Tulsa County, State of Oklahoma, of the first part, and The West Tulsa State Bank of the second part,

WITNESSETH: That the said parties of the firstpart, in consideration of the sum of Two Hundred fifty DOLLARS, to us in hand paid, the receipt of which is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto said party of the second part its heirs and assigns, forever, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

Lot Two (2) in Block Three(3) in Fairmont Addition

to the City of Tulsa, Okla. as per the recorded plat thereof.

With the appurtenances and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of the sum of (\$250.00) Two hundred Fifty DOLLARS, according to the terms of one certain promissory note, this day executed and delivered by the said part of the first part to the said party of the second part, described as follows, to-wit:

Note dated Octo 15th 1923 in the sum of \$250.00 said note being due Jan 1st 1924, Note is signed by P. P. Gustin and Roxie Gustin.

Note draws interest from Oct 15th 1923 at the rate of ten per cent.

Note also carries an attorneys fee clause of \$25.00, Note is payable to the West Tulsa State Bank, at West Tulsa, Okla.

Said parties of the first part shall, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they become due, and shall keep the buildings on said premises insured to the satisfaction of the holder hereof in the sum of \$250- and the policy, in case of loss, payable to the said holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and be collected in the same manner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then the said note and all sums by this mortgage secured immediately become due and payable without notice, and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby secured, in no event being less than Fifty Dollars, the sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the conditions herein to the immediate possession of said premises and to the rents and profits thereof, and the said mortgagor hereby covenant