

State of Oklahoma,)
County of Ottawa.) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of December, 1923, personally appeared G. H. Dietrich, to me known to be the identical person, who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 July 25th, 1926. (Seal)

M. J. Nichols, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Dec. 27, 1923, at 2:25 o'clock P.M. and recorded in Book 483, Page 33.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

24763 TREASURER'S ENDORSEMENT

I hereby certify that I received \$20 and issued REAL ESTATE MORTGAGE.

COMPARED

Receipt No. 13092 therefor in payment of mortgage tax on the within mortgage.

Dated this 27 day of Dec. 1923
W. W. Suckey, County Treasurer

KNOW ALL MEN BY THESE PRESENTS: That A. H.

Gibson, and Clara D. Gibson of Skiatook, parties of the

first part, have mortgaged and hereby mortgages

to Sarah Gibson party of the second part, the following described real estate and premises situated in Osage County, State of Oklahoma County, State of Oklahoma, to-wit:

All of Lots Thirty Eight (38) Thirty-nine (39) Forty (40) and Forty one

(41) in Block Two (2) in the Kennedy Addition to Skiatook Oklahoma.

with all 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 and 00/100 Dollars, with interest thereon at the rate of 10 per cent per annum, payable semi annually from date according to the terms of one certain promissory note described as follows, to-wit:

Skiatook, Okla. August 3, 1922. \$1000.00

One year after date, we, or either of us, promise to pay to the order of Mrs. Sarah Gibson Skiatook, Oklahoma, One Thousand and 00/100 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 the 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 on 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 this 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 payable semi annually

(Signed) A. H. Gibson
Clara D. Gibson

Copy
20 cents I.R.
Stamp attached

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 and keep same insured in favor of second party in sum not less than Eight Hundred Dollars (\$800.00)

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