

UNRECORDED

## REAL ESTATE MORTGAGE RECORD No. 424

Black Printing Co. Tulsa

247027 C.M.J. THIS INDENTURE, Made this 7th day of November A.D. 1923, between

M. Montgomery and Elnorah Montgomery, his wife  
of Tulsa County, in the State of Oklahoma, of the first part, and  
C. J. Thornton of the second part.WITNESSETH, That the said part 1st of the first part in consideration of the sum of  
Seventy-five (\$75.00) DOLLARS  
the receipt whereof is hereby acknowledged, do ss. by these presents grant, bargain, sell and convey unto said part 2nd of the second part his heirs and  
assigns, all of the following described REAL ESTATE, situate in the County of Tulsa State of Oklahoma, to-wit:All of Lot One (1) in Block Two (2) in Greenwood Addition to  
the city of Tulsa,  
Except a tract of land in the form of a square in the northwest  
(NW) corner of Lot one, Block two in Greenwood Addition to  
the city of Tulsa, said tract being fifteen feet on each side.This mortgage is given subject to a first mortgage in favor of  
C.A. Mayo and Cyrus S. Avery bearing date of Nov. 10th, 1923  
to the amount of \$249.00.#1.  
State of Oklahoma, )  
County of Tulsa. ) ss. OKLAHOMA FORM OF ACKNOWLEDGMENT.Before me, the undersigned, a Notary Public, in and for said County and State,  
on this 7th day of November, 1923, personally appeared Elnorah Montgomery to me known  
to be the identical person who executed the within and foregoing instrument and acknow-  
ledged to me that she executed the same as her free and voluntary act and deed for the  
uses and purposes therein set forth. Given under my hand and seal the day and year last  
above written.  
My Commission expires 8-4-1925. (Seal) J. H. Bankston, Notary Public.TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in  
anywise appertaining, forever.PROVIDED, ALWAYS, And these presents are upon the express condition, that whereas the said  
M. Montgomery and Elnorah Montgomery  
grantor s ha ve executed and delivered their certain promissory note dated Dec. 8, 1923  
to said part 2nd of the second part for \$75.00  
due and payable at rate of \$8.00 per month

with interest at the rate of 10% per centum per annum, payable annually.

And the first part 1st agree to keep the buildings insured for \$25.00 a reasonable  
In case that papers for foreclosure are filed, the first part 1st agree to pay an attorney fee of \$25.00  
Now, if said part 1st of the first part shall pay or cause to be paid to said part 2nd of the second part, his heirs or as-  
signs, said sum of money in the above described note, together with the interest thereon, according to the terms and tenor of the same, then these presents shall  
be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is  
not paid when the same is due, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or  
any assignee of said note or the debt secured thereby, or, if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part  
of this indebtedness and the whole of said sum or sums and interest thereon, shall, and by these presents does become due and payable, and shall bear 10 per centum  
interest per annum, and said part 2nd of the second part shall be entitled to the possession of said premises. And the said part 1st of the first part for said con-  
sideration do hereby waive appraisalment, at the option of said second part 2nd, his heirs and assigns.IN WITNESS WHEREOF, The said part 1st of the first part ha ve hereunto set their hand the day and year first above written.  
WITNESSES: M. Montgomery  
Elnorah Montgomery

## ACKNOWLEDGEMENT

STATE OF Oklahoma COUNTY OF Tulsa ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 8th day  
of December 1923, personally appeared  
M. Montgomeryto me known to be the identical person s 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.

Given under my hand and seal the day and year last above written.

My Commission expires 8-4-1925. (Seal) J. H. Bankston, Notary Public  
#1.

STATE OF OKLAHOMA, Tulsa County, ss.

Filed for record this 18 day of Dec. 1923 at 3:30 o'clock P. M.  
Book 424, Page 440

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