

231739 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Edith Montgomery and C. J. Montgomery her husband
a of Tulsa County, Oklahoma, part V of the first part, ha...Ve
mortgaged and hereby mortgage to Lewis G. Molone & M. R. Brents
of part V of the second part, the following described real estate and premises situated in
Tulsa County, State of Oklahoma, to-wit:

The west 60 feet of the north 50 feet of Lot One (1) in
Block Six (6) in Pleasant View Addition to the city of
Tulsa Oklahoma, according to the recorded plat thereof.

I hereby certify that I received \$100.00 and issued
Receipt No. 9751 in payment of mortgage
tax on the within mortgage

Dated this 28 day of May 1923
WAYNE L. DICKEY, County Treasurer

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same. W. L. Dickey
Deputy

This mortgage is given to secure the principal sum of
One Hundred Fifty & No/100 DOLLARS,
with interest thereon at the rate of 8 per cent, per annum, payable monthly annually from date
according to the terms of one certain promissory note described as follows, to-wit:

One certain promissory note dated May 25th, 1923 in the amount of \$150.00
due sixty days from date with interest at the rate of 8% per annum payable
monthly.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part^{ies} 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 to insure, and keep insured in favor of second
party, buildings on said 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 part^{ies} of the first part hereby agree, that in the event action is brought to foreclose this mortgage, will pay a
reasonable attorney's fee of Ten Dollars & 10% DOLLARS,
which this mortgage also secures.

Part^{ies} 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 25th day of May, 1923

Edith J. Montgomery SEAL

C. J. Montgomery SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 25th
day of May, 1923, personally appeared

Edith J. Montgomery

C. J. Montgomery

and 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 11/10/24 (Seal) Geo. C. Frickel, Notary Public.

I hereby certify that this instrument was filed for record in my office on 28 day of May A. D. 1923
at 2:00 P. M. Book 439, Page 631

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