

therefor during said term, at the rate of one cent per month, payable monthly, upon demand, and shall and will surrender peaceable possession of said premises and any and every part thereof, sold under said provisions, to said party of the second part, his successors, assignee, or purchaser thereof under such sale, within ten days after making such sale, and without notice or demand therefor.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

Executed in the presence of

COMPARED

James Montgomery

Lena Montgomery

State of Oklahoma,

County of Tulsa.

Before me, a Notary Public, in and for the above named County and State, on this 29th day of May 1923, personally appeared James Montgomery and Lena Montgomery, his wife, to me personally known to be the identical persons 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 3-31-1926 (SEAL) Iva Latta-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, May 31, 1923 at 4:00 o'clock P.M. and recorded in Book 457 Page 105

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

232049-ACM

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That H. E. Markey, a single man, of Tulsa County, Oklahoma, party of the first part, has mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Okla., party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

East Forty-six (46) feet of the West Ninety-two (92) feet of Lots One (1) and Two (2), Block Two (2), Lloyd Addition to the City of Tulsa

Thereby certify that I received \$1.50 and issued receipt No. 2804 thereon in payment of mortgage tax on the within mortgage.

Dated this 31 day of May 1923

WAYNE L. DICKEY, County Treasurer

Deputy

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 TWENTY FIVE HUNDRED ## DOLLARS, with interest thereon at the rate of ten per cent, per annum payable semi-annually from date according to the terms of eight (8) certain promissory notes described as follows, to-wit: Four notes of \$500.00 each; one note of \$200.00; and three notes of \$100.00 each, all dated May 28th 1923, and all due in three years.

Said first party agrees to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first party agrees to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first party further expressly agrees that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same as herein provided, the mortgageor will pay to the said mortgagee TWO HUNDRED FIFTY ## Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further