

MORTGAGE RECORD NO. 465

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That M. Montgomery and Elnorah Montgomery, his wife,
 of Tulsa, County, Oklahoma, part 1st of the first part, have
 mortgaged and hereby mortgage to Cyrus S. Avery & O.A. Mayo,
 of 1st part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lot One (1) in Block Two (2) of Greenwood
 Addition to the City of Tulsa, Oklahoma,
 according to the official plat thereof, except
 a tract of land in the form of a square in the
 Northwest (NW) corner of Lot One (1) Blk. Two
 (2) said tract being Fifteen (15) Feet on each
 side.

TRUSTEE'S RECEIPT

I hereby certify that I received of 12416 and issued
 to 14 day of July, 1923

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same. W. W. Barker, County Treasurer
 This mortgage is given to secure the principal sum of Two Hundred Forty-nine and No/100 83
 DOLLARS,
 with interest thereon at the rate of 8 per cent, per annum, payable annually from date
 according to the terms of 2 certain promissory note described as follows, to-wit:

1 note of \$249.00, dated November 8th, 1923, payable in
 installments of \$20.00 per month; said installments to be
 paid on or before the 1st day of each and every month
 hereafter beginning the 1st day of December, 1923, Deferred
 payments to bear interest at the rate of 8% per annum. If
 any of the said installments become delinquent for 60 days
 the entire unpaid balance shall at once become due and payable
 at option of the holder.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 1st 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 parties shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said parties 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 Fifty DOLLARS,
 which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 10th day of November, 1923.

M. Montgomery SEAL
Elnorah Montgomery. SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me 10th day of November, 1923, personally appeared M. Montgomery and Elnorah Montgomery,
his wife,

and to me known to be the identical person, s., who executed the within and foregoing instrument and acknowledged to me that they
 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 March 27, 1924 (SEAL) Leone Patton, Notary Public.

I hereby certify that this instrument was filed for record in my office on 13 day of Nov. A. D., 1923.

at 11 o'clock P. M. Brady Brown Deputy. (SEAL) O.G. Weaver, County Clerk.