

IN TESTIMONY WHEREOF, the said party of the first part have hereunto set their hands this 18th day of January nineteen hundred twenty-four

ATTEST:

M. V. Lilly

Ella I. Cross

E. A. Lilly

Richard M. Cross

STATE OF OKLAHOMA)
Tulsa County) ss.

Before me, a Notary Public, in and for said County and State, on this 21st of January 1924, personally appeared Ella I. Cross and Richard M. Cross, her husband to me 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.

My commission expires March 26th, 1925) (SEAL) E. A. Lilly, Notary Public
Residence Tulsa, Oklahoma.

Filed for record in Tulsa County, Tulsa Oklahoma, Jan'y 22, 1924 at 9:00 o'clock A. M.
in Book 482, page 534

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

249471 C. J. ----- MORTGAGE OF REAL ESTATE

COMPARED

This Indenture, made and entered into this 1st day of October, 1923, between S. C. HOLT and HELEN M. HOLT, his wife, of Tulsa County, in the State of Oklahoma, party of the first part, and HARRY MONTAGUE County, State of Oklahoma, party of the second part.

WITNESSETH: That said parties of the first part, in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described real estate, lying, situate and being in the county of Tulsa State of Oklahoma, to-wit:

Lot Fifteen (15), Block Eight (8), in the East Highland Addition
to Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is subject only to a first mortgage in favor of Home Savings and Loan Association in the sum of \$1800.00, dated September 15, 1923.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever.

This conveyance, however, is intended as a mortgage to secure the payment of 36 promissory notes in writing this day executed and delivered to said second party by said first parties thirty-five for (\$20.00) each due one on the first of each month hereafter until all are paid, with interest from date at the rate of 8%, and the thirty-sixth note for \$6.16 due thirty-six months after date, with interest from date at the rate of 8%, all payable at THE EXCHANGE NATIONAL BANK OF TULSA, Tulsa County, State of Oklahoma, with interest from date at the rate of eight per cent per annum, payable as in the note specified, and all providing for the payment of Ten Dollars and Ten Per Cent additional, as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that the same are free and clear of all encumbrances. That they have good right and authority to convey and incumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of (\$1800.00) for the benefit of the mortgagee, its successors and assigns and to maintain such insurance during the existence of this mortgage. Said