

Filed for record in Tulsa, Tulsa County, Oklahoma, May 12, 1925, at 11:30 o'clock A.M. and recorded in Book 493, Page 528.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

287116 C.M.J.

MORTGAGE OF REAL ESTATE.

TREASURER'S ENDORSEMENT

This is to certify that \$0.00 has been received and Receipt No. 20124 issued therefor in Payment of Money on the within Mortgage.
Dated this 11th day of May 1925
W. W. Stracey, County Treasurer *g.m.*

THIS INDENTURE, Made this 6th day of March A.D. 1925, between M. Montgomery and Elnorah Montgomery, husband and wife, of Tulsa County, in the State of Oklahoma, parties of the first part, and J. E.

Ingersoll of Tulsa County in the State of Oklahoma parties of the second part:

WITNESSETH, That said parties of the first part in consideration of the sum of One Hundred Dollars the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said part- of the second part, his heirs and assigns all the following described real estate, situate in Tulsa County and State of Oklahoma, to-wit:

Lot One (1), Block Two (2), Greenwood Addition to the city of Tulsa, according to the recorded plat thereof, except a ~~square~~ 15 feet on either side in the Northwest corner.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of 1 promissory note of even date herewith: One for \$100.00, due June 6th, 1925, made to J. E. Ingersoll or order, payable at 211-212 Security Bldg., Tulsa, Oklahoma, with ten per cent interest per annum from date, payable semi-annually, and signed by first parties.

Said first parties hereby covenant and they are owners in fee simple of said premises, and that they are free and clear of all incumbrances - -

That they have good right and authority to convey and incumber the same and they warrant and will defend the same against the lawful claims of all persons whoseever. Said first parties agree to insure the buildings on said premises --for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage, and to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same as herein provided, the mortgagor will pay to the said plaintiff (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 charge and lien upon said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected, and the lien thereof, enforced in the same manner as the principal debt hereby secured.

Now, if said first parties shall pay or cause to be paid to said second party his heirs or assigns and sum- of money in the above described note mentioned, together with interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments, then these presents shall be wholly discharged and void, otherwise remain in full force and effect. If such insurance is not effected and maintained, or if any and all taxes are not paid before delinquent, the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent. per annum until paid, and this mortgage shall stand as security for all such payments. And if said sum or sums of money or any part thereof is

RECORDED BY
1925
Clerk