

not paid when due or if such insurance is not effected and maintained, or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums interest due and payable at once and proceed to collect said debt, including attorney's fees, and to foreclose this mortgage, and shall be entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation and appraisement laws.

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

M. Montgomery

Elnorah Montgomery

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, D. C. Tillery, a Notary Public in and for said County and State, on this 6th day of March, 1925, personally appeared M. Montgomery and Elnorah Montgomery, his wife, 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.

Witness my hand and official seal the day and year last above set forth.

My commission expires May 29th, 1925. (Seal)

D. C. Tillery, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 12, 1925, at 11:30 o'clock A.M. and recorded in Book 493, Page 530.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

287118 C.M.J.

MORTGAGE OF REAL ESTATE.

TREASURER'S ENDORSEMENT

This is to certify that the foregoing instrument was duly recorded in the office of the County Clerk of Tulsa County, Oklahoma, on the 12th day of May, 1925.

Witness my hand and official seal the day and year first above written.

W. W. Stuckey, County Treasurer

THIS INDENTURE, Made this 11th day of May, A.D. 1925, between Eva Small and W. H. Small, husband and wife, of Tulsa County, in the State of Oklahoma, parties of the first, and Dora Sullivan, formerly Dora Wells, of

654 Dubois Street, Detroit, Michigan, party of the second part.

WITNESSETH, That said part - of the first part in consideration of the sum of Eight Hundred Dollars (\$800.00) Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part her heirs and assigns, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

The Westerly thirty five feet, (W35') of Lot Four (4), in Block Forty seven (47) of the original town, (now city) of Tulsa, Tulsa County, Oklahoma, according to the official plat thereof.

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

This conveyance is intended as a mortgage to secure the payment of eight promissory notes of even date herewith. One for \$100.00 due June 15, 1925, and seven for \$100.00 each due every thirty days thereafter, the last note being due and payable on January 15, 1926. made to Dora Sullivan, or order, payable at 654 Dubois Street, Detroit, Michigan without per cent. interest per annum, payable semi-annually and -- per cent additional as attorney's fees in case of legal proceedings to collect, and signed by Eva Small and W. H. Small,

Said first parties hereby covenant that they are owners in fee simple of the said premises and that they are free and clear of all incumbrances. That have good right and authority to convey and encumber the same and they will warrant and defend the same against