

County of Tulsa) SS Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of October 1924, personally appeared O. W. Brewer, to me known to be the identical person who subscribed the name of the maker thereof to this within and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the use and purposes therein set forth.

(SEAL) Elizabeth B. Windsor, Notary Public.

My commission expires February 7, 1928.

Filed for record in Tulsa Co. Okla. on Oct. 17, 1924, at 11:00 A.M. recorded in book 497, page 144, Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

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REAL ESTATE MORTGAGE.

This indenture, made this 13th day of October, A.D. 1924, by and between Frankie M. Montgomery, and Denzil H. Montgomery, wife and husband, of Tulsa County, State of Oklahoma, parties of the first part, and H. E. Hanna, party of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of three thousand and five hundred dollars, to them in hand paid, by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey and confirm unto said party of the second part, and to his heirs, and assigns, forever, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

The south fifty five (55) feet of lot nine (9) in block ten (10) Cherokee Heights addition to the City of Tulsa, according to the recorded plat thereof,

with the tenements, appurtenances and hereditaments thereunto belonging, and all the estate, title and interest of the said parties of the first part herein, together with the rents, issues and profits thereof. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises, except a mortgage of record to L. H. Hanna, for the sum of \$3,000.00.

This grant is intended as a mortgage to secure the payment of the sum of three thousand and five hundred dollars, together with the interest thereon according to the terms of one certain promissory note executed and delivered by the said parties of the first part to the said party of the second part, described as follows: of even date herewith for the sum of \$3,500.00, with interest at the rate of eight per cent per annum from date, said interest payable on the first day of each and every month thereafter until note is fully paid, Principal payable in monthly installments of \$75.00, the first installment being due and payable on the first day of November, 1924, and a like installment being due and payable on the first day of each and every month thereafter until said note shall have been fully paid. Installments of principal or interest not paid when due to draw interest at the rate of ten per cent per annum after their respective maturities until paid.

Said parties of the first part, while any part of said principal or interest remains unpaid, pay all taxes and assessments on said mortgaged property when they shall become due, and shall keep the buildings on said premises in good repair and insured to the satisfaction of the holder hereof in the sum of \$5,000.00, and the policy in case of loss, payable to the holder as his interest may appear, whether the debt be due or not, and shall pay all interest as soon as it becomes due, and in case of failure to comply with any of these provisions, at the option of the holder hereof, such tax or assessment may be paid and such insurance effected