

me that he executed the same as sheriff, and as his free and voluntary act and deed for the uses and purposes therein set forth,

In witness whereof, I have hereunto set my hand and official seal, at said county, the day and year last above written.

(SEAL) Dolly Boatright, Notary Public.

Tulsa County, State of Oklahoma.

My commission expires Dec. 28, 1925.

Filed for record in Tulsa Co. Okla. on Oct. 23, 1924, at 4:00 P.M. recorded in book 497, page 195. Brady Brown, Deputy,

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

270404 - BH

TREASURER'S ENDORSEMENT
I hereby certify that I received \$0.40 and issued
Receipt No. 17080 for or in payment of mortgage
tax on the within mortgage.

Dated this 23 day of Oct, 1924
W. W. Sweeney, County Treasurer

MORTGAGE OF REAL ESTATE.

This indenture, made this 17th day of October, A.D. 1924, between A.E. Duncan and Odessa Duncan, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, and L. L. Wiles, Guardian of Lloyd Cox, of Tulsa County, in the State of Oklahoma, party of the second part.

Witnesseth, that said parties of the first part in consideration of the sum of one thousand and no/100 dollars, 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, situated in the County of Tulsa, State of Oklahoma, to-wit:

Lots seven (7) and eight (8) in block one (1) in Wiles addition to the town of Skiatook, Oklahoma, according to the recorded plat thereof,

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 one promissory note of even date herewith, One for \$1000.00, due October 17, 1926, and one for - - - made to L.L. Wiles, Guardian of Lloyd Cox, or order payable at office of L. L. Wiles, Skiatook, Okla., with ten per cent interest per annum, payable semi-annually, and ten per cent additional as attorney's fees, in case of legal proceedings to collect, and signed by A. F. Duncan and Odessa Duncan, his wife,

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 they have good right and authority to convey and encumber 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 \$1000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now, if said first parties shall pay or cause to be paid to said second party, his heirs or assigns, said sum of money in the above described note mentioned, together with the 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 should be wholly discharged and void; otherwise shall remain in full force and effect, If such insurance is not effected and maintained or if any and all taxes and assessments, which are or may be lawfully levied or assessed against such premises, or any part thereof, are

COMPARED BY
RS and JH