

not paid before delinquent, then 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 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 and interest thereon due and payable at once and proceed to collect said debt including attorney's fees and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above <sup>stated</sup> and also the benefit of stay, valuation or appraisal laws.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

A. F. Duncan,  
Odessa Duncan.

State of Oklahoma, Tulsa County, SS,

Before me, W. J. Ruyle, a Notary Public, in and for the above named County and State, on this 22 day of October, 1924, personally appeared A. F. Duncan and Odessa Duncan, to me personally known to be the identical person who executed the above deed, and acknowledged to me that they executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

(SEAL) W. J. Ruyle, Notary Public.

My commission expires Feb. 10, 1927.

Filed for record in Tulsa Co. Okla. on Oct. 23, 1924. at 4:20 P. M. recorded in book 407, page 197, Brady Brown, Deputy.

TREASURER'S ENDORSEMENT  
(SEAL) O. G. Weaver, County Clerk. I hereby certify that I received \$100.00 and issued Receipt No. 17081 for the term payment of mortgage  
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on the within mortgage.

270405 - BH

Witness this 23 day of Oct 1924  
W. W. Stuckey, County Treasurer  
Wm

#### MORTGAGE OF REAL ESTATE.

This indenture, made this 17th day of October, A.D. 1924, between A. F. Duncan and Odessa Duncan, his wife, of Tulsa County in the State of Oklahoma, parties of the first part, and J. H. Lauderback, 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 five hundred 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 Tulsa  
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 \$500.00, due October 17, 1925, and one for -- made to J. H. Lauderback, 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