

premises and that they are free and clear of all incumbrances, except first mortgage of \$1000.00 due L. L. Wiles, Guardian of Lloyd Cox. 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 part agree to insure the buildings on said premises in the sum of \$--- 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 part 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 said premises or any part thereof are 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 to 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 stated 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 their 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 4:15 P.M. recorded in book 497, page 198, Brady Brown, Deputy,

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

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MORTGAGE OF REAL ESTATE.

This indenture, made this 17th day of October, 1924, between A. F. Duncan and Odessa Duncan, his wife, of Tulsa County, in the State of Oklahoma, parties of the first part, and The Oklahoma National Bank, of Skiatook, Oklahoma, of the second part;

Witnesseth, that said parties of the first part, in consideration of the sum of thirteen hundred and ninety five and 85/100 dollars, the receipt of which is hereby acknowledged,

TREASURER'S ENDORSEMENT

I hereby certify that I received \$28 and issued Receipt No. 17087 therefor in payment of mortgage tax on the within mortgage.

Dated this 23 day of Oct 1924

W. W. Stuckey, County Treasurer

Deputy