

be included in the decree foreclosing this mortgage.

Said first part-- hereby waive the benefit of stay, valuation or appraisement laws.

IN WITNESS WHEREOF, the said first parties have hereunto set their hands, this 9th, day of April 1909.

Wm. A. McDermott

Anna M. McDermott

A c k n o w l e d g e m e n t.

STATE OF OKLAHOMA, )  
                              : SS.  
COUNTY OF TULSA. )

Before me, the undersigned, a Notary Public, within and for said County and State, on this 20th, day of May 1909, personally appeared, Wm. A. McDermott and Anna M. McDermott 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last written.

Vance Graves,

Notary Public.

(SEAL) My commission expires the 28, day of November 1909..

Filed for record at Tulsa, Okla., May 20, 1909, at 11.20 o'clock A. M.

H. C. Walkley, Register of Deeds (SEAL)

~~~~~

REAL ESTATE MORTGAGE.

THIS INDENTURE WITNESSETH: That L. K. Cone, of Tulsa County, in the State of Oklahoma, Mortgage and Warrant unto Albert A. Small, of Tulsa County, Oklahoma, the following described real estate in Tulsa County, Oklahoma, to-wit:

Lots 1, 2, 3, 4, 5, 6, and 7 in Block 8 in East Lynn Addition to the City of Tulsa Oklahoma, as shown by the record thereof as recorded in the office of the Register of Deeds in and for Tulsa County, Oklahoma, to secure the payment when the same becomes due of two promissory notes described as follows: Each of said notes is payable to the order of Albert A. Small: one of said notes is due on or before two months from date and calls for Five Hundred Dollars. The other one of said notes is due on or before Eight (8) months and calls for Four Hundred (400) Dollars.

Said notes are of even date herewith and bear interest at the rate of 7 per centum per annum until paid, and are payable at the Union Trust Company, of Tulsa, Oklahoma, and are for the unpaid purchase money on said real estate.

Mortgagors agree to pay said notes when due without relief from valuation and appraisement laws, to pay all taxes, including personal taxes and assessments, and keep the buildings insured for the benefit of Mortgagee and if Mortgagor fails in any of these stipulations, then the mortgagee may pay the same and the sum so paid shall become a part of this mortgage and bear the same rate of interest. If Mortgagor fails, neglects or refuses to pay any one of said notes when the same becomes due, then all of said notes shall become due and payable and this mortgage may be foreclosed accordingly.