

entitled to possession of said premises, by Receiver or otherwise .

FIFTH: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension .

SIXTH: Said party of the first part hereby agrees in the event action is brought to foreclose this mortgage he will pay a reasonable attorney's fee of fifty Dollars which this mortgage also secures .

Party of the first part shall have the privilege of making partial payments on the principal sum herein named in amount of \$ 100 or multiples at any ~~xxxx~~ interest paying time after one year from date hereof .

And the said party of the first part, for said consideration , does hereby expressly waive appraisalment of said real estate, and all benefit of the homestead exemption and stay laws of the State of Oklahoma .

The foregoing conditions being performed this conveyance to be void; otherwise of full force and virtue .

In testimony whereof, the said party of the first part have hereunto subscribed his name on the day and year first above mentioned .

Executed and delivered in the presence of

George W Brady

L.W.Mathews

W.D. Boggs

State of Oklahoma)
(SS
County of Washington .)

Before me, L.W.Mathews a Notary Public in and for said County and State on this 14 day of September 1908 personally appeared George W. Brady an unmarried man over 21 years of age and to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth .

Witness my hand and official seal .

SEAL. My commission expires June 5 1911

L.W.Mathews
Notary Public

Filed for record Sep 17 1908 at 3:10 P.M. H.C.Walkley Rec of Deeds (SEAL)

-----OKLAHOMA REAL ESTATE MORTGAGE :-----

IN Consideration of Five Hundred and No/100 Dollars Beuna Vista Rasmus and Bascom P Rasmus her husband of Cherokee County, State of Oklahoma, mortgagors, hereby grant, bargain, sell convey and mortgage unto C.H.Kirshner mortgage, the following described real estate, situated in Tulsa County, Oklahoma, to-wit :-

The North half of the North eastquarter of Section Twenty-three (23) Township Twenty (20) North, Range Thirteen (13) East containing Eighty (80) Acres more or less .

The mortgagors represent that they have fee simple title to said land free and clear of all liens and incumbrances and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption .