

cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

Sixth. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

Seventh. Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws of Oklahoma.

Dated this 10th day of August, 1922.

STATE OF OKLAHOMA) J. H. Smith.
) SS.
COUNTY OF TULSA) Clara T. Smith.

Before me, C. E. Dickson a Notary Public in and for said County and State, on this 12th day of August 1922, personally appeared J. H. Smith and Clara T. Smith his wife to me known to be the identical person 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.

Witness my hand and official seal, the day and year above set forth.

(Seal) C. E. Dickson, Notary Public.

My commission expires March 15th 1926.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 15, 1922 at 10:40 O'clock A. M.
Book 411 Page 407

By F. Delman, Deputy. (Seal) O. D. Lawson, County Clerk.

206544 LB Number 542

OKLAHOMA FIRST MORTGAGE DOLLARS \$500.00

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10 and issued
Receipt No. 10 therefor in payment of mortgage
tax on the within mortgage
Dated this 10 day of Aug 192 2
WAYNE L. DICKEY, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That Emma G. Kinsella and George H. Kinsella, her husband of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Title Guarantee & Trust Company of Tulsa, Oklahoma party of the second part, the following described real estate and premises, situate in

Tulsa County, State of Oklahoma, to-wit:

Beginning at a point thirty (30) feet East and One Hundred Fifty (150) feet North of Southwest Corner of Block Seventeen (17) in Gillette & Hall Addition to the City of Tulsa, Tulsa, County, Oklahoma, thence North Thirty-Five (35) feet, thence East One Hundred Forty (140) feet, thence South Thirty-Five (35) feet, thence West One Hundred Forty (140) Feet to place of beginning; in the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same. This Mortgage is given to secure the principal sum of Five Hundred (\$500.00) Dollars, with interest thereon at the rate of 8 per cent per annum, payable semi-annually from date., according to the terms of one certain promissory note, described as follows, to-wit: One note in the sum of Five Hundred (\$500. 00) Dollars, dated August 14th, 1922, due August 14th, 1923, executed by Emma G. Kinsella and George