demanded with interest up to the time of such payment, and, if not enough therefor, then apply what remains; and the balance of such proceeds, if any, shall be paid to the said parties of the first part or their legal representatives; and in case of the foreclosure of this trust by suit, it is agreed that an attorney's fee of ten per cen upon the amount found due shall be included in the judgment and decree of foreclosure

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And the said party of the second part covenants faithfully to perform the trust herein created. Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of he homestead exemption and stay laws of Oklahoma.

And the said party of the second part hereby lets said premises to said parties of the first part, until a sale be had under the foregoing provisions therefor, upon the following terms as conditions thereof to-wit:

The said parties of the first part, and every and all persons claiming or possessing such premises and any part thereof, by, through or under them shall or will pay rent there for during said term, at the rate of one cent per month, payable monthly, upon demand, and shall and will surrender peaceable possession of said premises, and any and every part thereof, sold under said provisions, to said party of the second part, his successors, assignees, or purchaser thereof under such sale, within ten days after making such sale, and without notice or demand therefor.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

State of Oklahoma. County of Tulsa.

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W. M. Shaver. Ida C. Shaver.

Before me, a Notary Public, in and for the above named County and State, on this 14th day of August, 1922, personally appeared W. M. Shaver and wife Ida C. Shaver, to me personally 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.

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

(Seal) Iva Latta. Notary Public.

(Seal) O. D. Lawson, County Clerk.

My commission expires March 31, 1926.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 15, 1922 at 4:20 O'clock P. M. Page 426 Book 411

> _ _ _ _ _ _ _ _ _ _ _ REAL ESTATE MORTGAGE

By F. Delman, Leputy.

206605 LB COMPARED

TREASURER'S ENDORSEMENT Receipt No. tax on the within mortgage. Dated this 10 day of and 1922-WAYNE L. DICKEY, County Treasurer

Jessa L. Bell his wife, of Tulsa County, Oklahoma, I hereby certify that I received S. _____ and issued parties of the first part, have mortgaged and hereby certify the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company, of Roff, Oklahoma, party of the second part, the following described real estate and premises situated in ----

KNOW ALL MEN BY THESE PRESENTS: T hat S. M. Bell and

County, State of Oklahoma, to-wit:

Lot Three (3) in Block Three (3), Clover Ridge Addition to the City of Tulsa - with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same. This mortgage is given to secure the principal sum of Thirty five hundred # LOLLARS, with interest thereon at the rate of eight per, cent. per annum pay