

Tulsa County, State of Oklahoma, to-wit:

The South Eleven (11) Feet of Lot Number Twelve (12) and Lot Number Thirteen (13) in Block Number Thirty-six (36) of the Original Town-site of the City of Sand Springs, according to the recorded plat thereof.

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 Six Thousand Ten & no/100 (\$6,010.00) DOLLARS with interest thereon at the rate of eight 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 for the sum of \$6,010.00, dated August 29th, 1922, and signed by Joseph Kraus and Fannie Kraus, and payable to Chas B. Parker Guardian of Charlotte S. Parker and Harrie A. Parker, Minors, according to its tenor at Sand Springs, Oklahoma. (First parties to carry insurance in the sum of \$6,010.00 with mortgage clause attached in favor of second party until this mortgage is paid in full).

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: that said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or the taxes, insurance premium or in case of the breach of any covenant herein contained, the whole of said principal sum with interest, shall be due and payable, and this mortgage may be foreclosed and said second part shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to fore close this mortgage they will pay a reasonable attorney's fee of Six Hundred DOLLARS which this mortgage also secures.

Parties of the first Part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the Homestead, exemption and stay laws in Oklahoma.

Dated this 29th day of August 1922.

STATE OF OKLAHOMA )  
County of Tulsa )

Joseph Kraus.

Fannie Kraus.

Before me, a Notary Public in and for the above County and State, on this 29th day of August, 19---, Personally appeared Joseph Kraus and Fannie Kraus 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 hand and official seal the day and year last above written.

(Seal) Frank S. Daniel, Notary Public.

My commission expires April 30th 1924.

Filed for record in Tulsa County, Tulsa, Oklahoma, Sept. 6, 1922 at 1 O'clock P. M.

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By F. Lelman, Deputy.

(Seal) C. L. Lawson, County Clerk.

208051 LB COMPARED ORLER

Tulsa, Oklahoma.

Terrace Drive Company, Tulsa, Oklahoma.

February 1, 1923.

Attention of Mr. J. M. Gillette.