

or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of seventy five dollars, attorneys' fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisal of said real estate and all benefits or the homestead and stay laws of said state.

Dated this 2nd day of October, 1922.

State of Oklahoma )  
County of Tulsa ) SS

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 25 and issued  
Receipt No. 8229 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 3 day of Oct 192 2  
WAYNE L. DICKEY, County Treasurer  
Deputy

Before me, the undersigned, a Notary Public, in and for said county and State, on this 2nd day of October, 1922, personally appeared Lee I. Brown and Etta Brown 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.

Witness my hand and  
official seal.

My commission expires Jan. 12, 1926.

(SEAL) C.C. McGilvray, Notary Public.

Filed for record in Tulsa County, Okla. on Oct. 3, 1922, at 4:10 P.M. and fully recorded in book 428 - page 328. By F. Delman, Deputy. (SEAL) O. D. Lawson, County Clerk.

210287 - BH

MORTGAGE (OKLAHOMA)  
Loan 60319

This indenture, made this 27th day of September in the year of our Lord One thousand nine hundred and twenty two, between Charlotte Fain and John Fain, her husband of the County of Tulsa, and State of Oklahoma, of the first part, (hereinafter called first party) and The Deming Investment Company of Oswego, Kansas, of the second part,

WITNESSETH, that the said party in consideration of the sum of Two hundred twelve and 50/100 dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage, to the said party of the second part, its successors or assigns forever, all that tract or parcel of land situated in the county of Tulsa in the State of Oklahoma, described as follows, to-wit:

The south half of southeast quarter of section twenty four,  
(24) in township twenty one (21) north, range thirteen (13)  
east, less railroad right of way

of the Indian Meridian, containing in all 75 acres, more or less, according to the Government survey thereof, with the appurtenances, rents, issues and profits and all the estate, title and interest of said first party herein. And the said first party does hereby covenant and agree that at the delivery <sup>here</sup> of they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, and will warrant and defend the ~~title~~ <sup>a</sup> to the same and that the ~~same~~ is free and clear of all encumbrances of whatsoever kind except a certain mortgage for \$1500.00 given to The Deming Investment Company.

This grant is intended as a mortgage to secure the payment of the sum of Two Hundred twelve and 50/100 dollars, payable as follows, to-wit: