

with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes or assessments upon said property, judgments mechanics liens or other statutory lien 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 fifty dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for that consideration above hereby expressly waive the appraisement of said real estate and all benefits of the homestead and stay laws of said state.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Josephine Penington, nee Wilson
James R. Penington,

State of Oklahoma)
Tulsa County) SS

On this 27th day of November, A.D. 1922, before me the undersigned, a Notary Public, in and for said County and State personally appeared James R. Penington and Josephine Penington, nee Wilson his wife, to me personally known to be the identical persons described in and who executed the foregoing mortgage 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.

My commission as Notary Public will expire on the 25th day of January, A.D. 1926.

Witness my hand and notarial seal, the day and year first above written.

(SEAL) Louie Jacobs, Notary Public.

Filed for record in Tulsa County, Okla. on Dec. 4, 1922, at 11:30 A.M. and duly recorded in book 431, page 417, By F. Delman, Deputy, (SEAL) O.D. Lawson, County Clerk

215380 - BH

REAL ESTATE MORTGAGE.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 500.00 and issued receipt No. 6680 therefor in payment of mortgage on the within mortgage. Dated this 4 day of Dec 1922
WAYNE L. DICKEY, County Treasurer
Deputy

State of Oklahoma)
County of Tulsa) SS

Know all men by these presents: That I, Frank A. Haas of Tulsa County, Oklahoma, hereinafter called the mortgagor, in consideration of the sum of five hundred dollars (\$500.00) to me in hand paid by W. J. McKinney, of Tulsa, Oklahoma hereinafter called mortgagee and for other/considerations, receipt of which is hereby acknowledged, have bargained, sold and conveyed and by these presents bargain, sell and convey unto said mortgagee his successors and assigns, the following described personal property, now located and situated in the County of Tulsa, State of Oklahoma, to-wit:

All of lot (3) three in Block four (4) Kendall View addition to the City of Tulsa, Okla. according to the plat thereof recorded in the office of the recorder of