

premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

Elmer Mercer, I hereby certify that I received \$591.60 and issued
Edna Mercer, Receipt No. 5916, therefor in payment of mortgage
the within mortgage.
Date Nov. 4, 1922
W. L. DICKEY, County Treasurer

State of Oklahoma)
Tulsa County) SS

Before me, Joseph C. Dowdy, a notary public, in and for said County and State, on this 4th day of Nov. 1922, personally appeared Elmer Mercer, and Edna Mercer, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Aug. 28th, 1924.

(SEAL) Joseph C. Dowdy, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 6, 1922, at 11:20 A.M. and duly recorded in book 431, page 65, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

213101 - BH COMPARED

OKLAHOMA FIRST MORTGAGE.

Know all men by these presents: That Rachell Morgan, and John H. Morgan, of Jenks, Tulsa County, in the State of Oklahoma, parties of the first part have mortgaged and hereby mortgage to The First State Bank, Jenks, Okla., of Jenks, Okla., party of the second part, the following described real estate and premises, situate in Jenks, Tulsa County, State of Oklahoma, to-wit:

All of lot eleven (11) and twelve (12) in Block nine
the town of Jenks, Tulsa County, Oklahoma, according to
survey and 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 Two hundred and no/100 dollars, with interest thereon at the rate of 10 per cent per annum, payable annually from maturity according to the terms of one certain promissory note, described as follows, to-wit: Dated 11-3-1922, due 2-3-1923, bearing 10% interest after maturity and signed by Rachell Morgan, John H. Morgan and B. Toms, executed by the makers hereof, of even date herewith, due and payable as follows: \$200.00, on 2-3-1923, to the order of the second party, with interest thereon at the rate of 10 per centum per annum after maturity.

The interest before maturity is further evidenced by coupons attached to the -- note, principal and interest payable at the place designated in said note, and coupons, and said principal note and coupons being numbered.-----

The parties of the first part hereby make the following special covenants to and with the said party of the second part, and their assigns, to-wit:

First. That said first parties will procure separate policies of insurance against fire and tornadoes, each in the sum of One Thousand dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and made payable to the mortgagee or assigns as his or their interest may appear.

Second. That the first parties will pay all taxes and assessments, whether general