

and upon sheriff's sale said first parties waive the platting of homestead and agree that said land may be sold in one body.

And it is hereby actually agreed that in case the party of the second part or his assigns, should hereafter appear in any of the land departments or offices of the General Government, or in any court, in order to preserve or protect the title hereinbefore warranted, all costs and expenditures made in that behalf shall be added to the amounts hereby secured and shall bear interest at the same rate. It is expressly stipulated that upon default herein, suit to foreclose this mortgage may be brought in county where real estate mortgaged is situated, regardless of residence of mortgagors, or either of them, and all objections to venue of such suit are hereby expressly waived.

All money paid by said second party for insurance, taxes and assessments upon said property, or for taxes which may be hereafter levied upon this mortgage, and all expenses and attorney's fees incurred by said second party and assigns by reason of litigation with third parties to protect the lien of this mortgage, shall be recoverable against said first parties with penalties upon tax sales and shall bear interest at the rate of ten per cent per annum, payable semi-annually, and be secured by this mortgage as a part of the mortgage debt.

And said first party further expressly agrees that in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same, as herein provided, the first party will pay to the said plaintiff a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fees, and hereby agrees that \$250.00 is a reasonable solicitor's fee, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and for the consideration above the mortgagors hereby expressly waive the appraisal of said real estate, and all benefits of the homestead and stay laws of said state.

Dated this 7th day of October, 1922,

Artimecia Wyatt,
U. V. Wyatt,

State of Missouri)
Cass County) SS

Before me, Charles A. Reed, a notary public, in and for said County and State, on this 1st day of November, 1922, personally appeared U. V. Wyatt and Artimecia Wyatt, 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 use and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

My commission expires November 28th, 1923.

(SEAL) Charles A. Reed, Notary Public.

Filed for record in Tulsa County, Okla. on Nov. 6, 1922. at 4:10 P.M. and duly recorded in book 431, page 76, By F. Delman, Deputy. (SEAL) O. D. Lawson, County Clerk.

213181 - BH

COMPARED

GENERAL WARRANTY DEED.

made

This indenture, this 21st day of October, A. D. 1922, between Terrace Drive Company, a corporation, organized under the laws of the State of Oklahoma, of Tulsa County of Tulsa, State of Oklahoma, party of the first part, and R. A. Irwin, party of the second part.

WITNESSETH: That in consideration of the sum of Fifteen hundred and no/100

INTERNAL REVENUE

\$ 150

Cancelled