

432

Mortgagor agrees that in case proceedings shall be begun to foreclose this mortgage the mortgagor will pay to the plaintiff in such proceedings ten per cent of the amounts secured by this mortgage, not less, however, than one hundred dollars, as an attorney's fee, in addition to all other legal costs, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgement or decree rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured. Mortgagor hereby expressly waives appraisement of said real estate, should same be sold under execution, order of sale, or other final process; waives all benefits of the stay, or exemption laws of Oklahoma.

As additional and collateral security for the payment of the said note the mortgagor hereby assigns to said mortgagee, its successors or assigns, all the rights and benefits accruing to him under all oil, gas or mineral leases on said premises, which rights are only to be exercised and said benefits accrue to the mortgagee in event of delinquency or default in the compliance with the terms of the note or notes secured by this mortgage, this assignment terminate and become void upon release of this mortgage. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall immediately become due and collectible. - - - and said mortgagor does hereby release all rights of dower and relinquish and convey all rights of homestead in said premises. All agreements made by and all obligations assumed by mortgagor herein shall be binding upon the grantees, assigns, heirs and successors of said mortgagor.

Dated this 2nd day of January, 1923.

Henry F. Turner.

State of Oklahoma)
County of Tulsa)
Before me, a Notary Public in and for the above named County and State, on this 2nd day of January, 1923, personally appeared Henry F. Turner, a single man, to me personally known to be the identical person who executed the within and foregoing mortgage and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal, the day and year last above written.
My commission expires Dec. 27, 1926. (SEAL) Anna A. Muster, Notary Public.
Filed for record in Tulsa County, on Jan. 2, 1923, at 4:50 P.M. and duly recorded in book 432, page 115, Brady Brown, Deputy. (SEAL) O.G. Weaver, County Clerk.

218026 - BH COMPARED

INTERNAL REVENUE

TRUSTEE'S DEED. Cancelled

This indenture, made this 15th day of December, A.D. 1922, between the Title Guarantee & Trust Company, a corporation, as Trustee, organized under the laws of the State of Oklahoma, having its principal place of business in Tulsa County, in the State of Oklahoma, party of the first part, and Perry Carmichael, party of the second part.

WITNESSETH, that in consideration of the sum of One thousand ninety five and no/100 dollars, the receipt whereof is hereby acknowledged, said party of the first part does by these presents grant, bargain, sell and convey unto said party of the second part, his heirs, executors or administrators, all of the following described