

218899 C. J. **COMPARED**

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 0800 and issued
 Receipt No. 7172 therefor in payment of mortgage
 tax on the within mortgage

Dated this 12 day of Jan 1923

WAYNE L. DICKEY, County Treasurer

Deputy

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That CHARLES H. DODDS,
 AND MARY E. DODDS, his wife, of TULSA County, state of
 Oklahoma, first parties, for and in consideration of
 the sum of TWO HUNDRED AND NO/100 DOLLARS, the receipt of
 which is hereby acknowledged, do hereby mortgage and con-

vey to THE HUMPHREY INVESTMENT COMPANY of which is hereby acknowledged, do hereby mortgage
 and convey to THE HUMPHREY INVESTMENT COMPANY (incorporated under the laws of the state of
 Kansas) of Independence, Kansas, second party, the following described real estate situated in
 Tulsa County, State of Oklahoma, to-wit: The East Half ($\frac{1}{2}$) of the Southwest quarter ($\frac{1}{4}$) and
 the Southwest Quarter ($\frac{1}{4}$) of the Southwest quarter ($\frac{1}{4}$), and the West Half ($\frac{1}{2}$) of the North-
 west Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$), and the Southeast quarter ($\frac{1}{4}$) of the Northwest
 Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Seven (7), Township Twenty-two (22) North.
 of Range Fourteen (14) East of the Indian Meridian, containing 153.08 acres, more or less,
 according to the Government survey, together with all rents and profits therefrom, and all
 improvements and appurtenances now or hereafter in any wise belonging thereto, and the said
 first parties hereby warrant the title thereto against all persons whomsoever.

This mortgage is given subject to a mortgage of even date herewith to THE HUMPHREY INVEST-
 MENT COMPANY, INDEPENDENCE, KANSAS, securing the sum of \$3500.00

This mortgage is given to secure the payment of the sum of \$200.00 as evidenced by two
 promissory notes of even date herewith, signed by said first parties, payable to the order of
 the said second party as follows:

ONE HUNDRED AND NO/100 Dollars on the 1st. day of DECEMBER 1923

ONE HUNDRED AND NO/100 Dollars on the 1st day of DECEMBER 1924

with interest as therein specified, principal and interest payable at the office of THE HUMPHREY
 INVESTMENT COMPANY in Independence, Kansas.

It is expressly agreed that if the first parties shall pay the said sum or sums of money
 above provided when the same are due and payable, and any sum or sums of money with interest
 as therein provided which may be advanced by said second party in payment of interest delin-
 quent on said first mortgage note, then this mortgage shall become null and void and the second
 party shall release the same. But in case of failure of the first parties to pay the said sum
 or sums of money hereby secured when due, or any sum or sums of money with interest as therein
 provided which may be advanced by said second party in payment of interest delinquent on said
 first mortgage note or any taxes or assessments levied against said above described property
 before delinquent or any other liens that may attach to said property before foreclosure, or
 if they shall make default in the performance of any of the conditions of the first Mortgage
 above mentioned, then the whole sum or sums of money hereby secured shall forthwith become due
 and payable at the option of the second party, and bear interest at the rate of ten per centum
 per annum from date of default until paid, and no demand or notice shall be necessary before
 commencement of suit to foreclose this mortgage; and in case of foreclosure hereof or suit to
 collect the money hereby secured the first parties agree to pay an attorney's fee as provided
 in said notes, in addition to all other legal costs and fees; and the first parties hereby
 waive all benefit of the appraisement, stay and homestead exemption laws of the State of Okla-
 homa.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands
 this 29th. day of NOVEMBER, 1922.

Executed in our presence;

E. A. Lilly

M. V. Lilly

Charles H. Dodds

Mary E. Dodds