

insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay to said second party, its successors and assigns, a sum equal to Ten Dollars and Ten Per Cent additional of the total amount due on said mortgage and on said note, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fee shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

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

C. W. Day

Ermina B. Day

State of Oklahoma Tulsa County, ss.

Before me Ray L. Hollis a Notary Public in and for said county and State on this -----day of January, 1923 personally appeared C. W. Day and wife Ermina B. Day 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.

My Commission expires April 24, 1926

(SEAL)

Ray L. Hollis, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 2, 1923 at 1:30 o'clock P. M. in Book 434, page 521

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

220823 C. J.

QUIT CLAIM DEED

COMPARED

THIS INDENTURE, Made this 2nd day of February A. D. 1923 between The First National Bank of Tulsa of the first part, and O. C. Hughes

WITNESSETH, That said party of the first part, in consideration of the sum of One dollar and other valuable considerations DOLLARS to it duly paid, the receipt of which is hereby acknowledged has remised, released and quit-claimed and by these presents does for itself heirs, executors and administrators, remise release and forever quit claim unto the said party of the second part and to his heirs and assigns, forever, all its right title interest estate claim and demand both at law and equity in and to all Three-sevenths (3/7ths) interest in Lots one (1) two (2) Three (3) four (4) five (5) six (6) and seven (7) in Block one (1) in Overlook Park Addition to the City of Tulsa,

Together with all and singular hereditaments and appurtenances thereto belonging.

TO HAVE AND TO HOLD the above described premises unto the said O. C. Hughes his heirs and assigns, so that neither the said The First National Bank of Tulsa or any person in its name and behalf, shall or will hereafter claim or demand any right or title to the said premises or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Attest:

Roscoe Adams

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF TULSA

By C. T. Everett
Vice President