

1434

SIXTH. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

SEVENTH. Party of the first part, for said consideration does hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 9th day of February 1923.

J. Bryan Robinson

STATE OF OKLAHOMA }
TULSA COUNTY, } SS.

Before me, V. A. Kinnison a Notary Public in and for said County and state, on this 9th day of Feb. 1923, personally appeared J. BRYAN ROBINSON, single to me known to be the identical person who executed the within and foregoing instrument, 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 hand and official seal, the day and year above set forth.

My commission expires February 28th, 1923 (SEAL) V. A. Kinnison, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 9, 1923, at 4:20 o'clock P. M. in Book 434, page 626

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

221419 G. J. TREASURER'S ENDORSEMENT
I hereby certify that I received \$1.00 and have
Receipt No. 221419 therefor in payment of mortgage
tax on the within mortgage.
Dated this 9th day of Feb. 1923
WAYNE L. DICKER, County Treasurer

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That H. C. Shepard and Alta C. Shepard, husband and wife, of Tulsa County, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to the NATIONAL BUILDING & LOAN ASSOCIATION

of Pawhuska, Oklahoma, a corporation duly organized and doing business under the laws of the State of Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa, County, State of Oklahoma, to-wit:

The South Fifty-two (52) feet of Lots Nineteen (19) and Twenty (20), in

Block Two (2), in Sequoyah Place Addition to the City of Tulsa, Tulsa County, Oklahoma with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same and waive the appraisement, and all homestead exemptions.

Also 10 shares of stock of said Association Certificate No. -----Class "A"

This mortgage is given in consideration of One Thousand & No/100 DOLLARS, the receipt of which is hereby acknowledged, and for the purpose of securing the payment of the monthly sum, fines and other items hereinafter specified, and the performance of the covenants hereinafter contained.

And the said mortgagors for themselves and for their heirs, executors and administrators, hereby covenant with said mortgagee its successors and assigns, as follows.

FIRST. Said mortgagors being the owner of 10 shares of stock of the said NATIONAL BUILDING & LOAN ASSOCIATION, and having borrowed of said association/require shareholders and borrowers to do and will pay to said association on said stock and loan the sum of eighteen dollars and 33/100 cents (\$18.33) per month, on or before the 5th day of each and every month, until said stock shall mature as provided in said by-laws, provided that the said indebtedness shall be discharged by the cancellation of said stock at maturity, and will,