

recorded in Book 435, Page 200.

By Brady Brown, Deputy. (Deal)

O. G. Weaver, County Clerk.

221710 G. M. J. REAL ESTATE MORTGAGE.

Know all men by these presents, That Austin McLane,

tax on the within mortgage

Dated this 17th day of Feb 1923

WAYNE L. DICKY, County Treasurer

and Lou McLane, 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 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 West Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-eight (28),

Township Twenty-one (21) North, of Range Thirteen (13) East

of the Indian Meridian, containing 80 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 INVESTMENT COMPANY, INDEPENDENCE, KANSAS, securing the sum of \$1600.00.

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

Sixty Six and 66/100 - - - - Dollars on the 1st day of FEBRUARY, 1924

Sixty Six and 67/100 - - - - Dollars on the 1st day of FEBRUARY, 1925

Sixty Six and 67/100 - - - - Dollars on the 1st day of FEBRUARY, 1926

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 delinquent 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 appraisalment, stay and homestead exemption laws of the State of Oklahoma.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands this 29th day of January 1923.

Executed in our presence:

E. A. Lilly M. V. Lilly

Austin McLane

Lou McLane