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5. It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described, and all renewal, principal or interest notes, that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or interest upon the same during the said time of extension.

6. Said party of the first part, hereby agrees in event action is brought to fore-close this mortgage she will pay an attorney's fee of Ten Dollars (\$10.00), and 10 percent of the amount due thereon, and said attorney's fee shall become due and payable when this note is placed in the hands of an attorney for collection, and the sum so due shall become a part of the judgment and shall be secured by the lien of this mortgage and by any judgment or decree rendered thereon.

7. Said party of the first part for the consideration above mentioned hereby expressly waives appraisalment of said real estate and the benefit of the stay laws and of the homestead exemptions of the state of Oklahoma.

8. It is expressly agreed and understood that the party of the second part shall have the right to pay and discharge at his option any and all liens or incumbrances upon said property prior or superior to this mortgage debt, and upon paying and discharging such lien or incumbrance the party of the second part shall be entitled to recover the same with interest at 10 per cent upon the amount so paid, from the party of the first part and said sum shall be and become a part of the mortgage debt secured by these notes and may be recovered in the foreclosure thereof at the option of the party of the second part.

IN WITNESS WHEREOF the said party of the first part has hereunto subscribed her name on the day and year first above written.

Mary Bash

STATE OF OKLAHOMA, }
COUNTY OF TULSA } SS;

Before me, R. C. Jopling a Notary Public in and for said County and state, on this 26 day of February, 1923, personally appeared Mary Bash, a widow to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal on the date last above written.

My commission expires Oct 28th 1923 (SEAL) R. C. Jopling, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Feb. 26, 1923 at 2:20 o'clock P. M.
in Book 442, page 209

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

222852 C. J.

Affidavit

COMPARED

State of Oklahoma }
County of Tulsa }

I, H. Rushing having been duly sworn state on oath, that I am acquainted with Easter E. Jackson, and that I knew her in February 1906, and that prior to February the 24th 1906, the said Easter E. Jackson did own and have Warranty deed to the following real-estate in the county of Tulsa, and State of Oklahoma, to-wit:

Lots 1-2-3-4 and 5 in Block 16, in the original Town of Broken Arrow, Oklahoma, On the 24th day of February 1906, the said Easter E. Jackson, together with her husband W.H. Jackson, did make and execute a Warranty deed to the above described real-estate to one Monroe Viro Smith, and that said Deed was signed by E. E. Jackson and W. H. Jackson.

I further state that the said Easter E. Jackson, and E. E. Jackson whose name appears of record as owning and selling the above described real-estate, are one and the