

442

One note dated 5/30 1923 due 7/30 1924 for \$100; One note dated 3/30 1923 due 1/30 1927 for \$100
 One note dated 3/30 1923, due 9/30 1924 for \$100; One note dated 3/30 1923, due 3/30 1927 for \$100
 One note dated 3/30 1923, due 11/30 1924, for \$100; One note dated 3/30 1923 due 5/30 1927 for \$100
 One note dated 3/30 1923, due 1/30 1925, for \$100; One note dated 3/30 1923 due 7/30 1927 for \$100
 One note dated 3/30 1923, due 3/30 1925 for \$100; One note dated 3/30 1923, due 9/30 1927 for \$100
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 One note dated 3/30 1923 due 7/30 1925 for \$100; One note dated 3/30 1923 due 1/30 1928, for \$100
 One note dated 3/30 1923 due 9/30 1925, for \$100; One note dated 3/30 1923, due 3/30 1928 for \$100

This mortgage is given subject, and is inferior, to a certain mortgage for \$4,600 and interest, given by said parties to Leonard and Braniff and dated Feb'y 23/23.

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: that said first parties hereby covenants and agrees to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum with interest shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of forty DOLLARS which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 29th day of March 1923.

J. Frank Rhodes

Augusta B. Rhodes

STATE OF OKLAHOMA, }
 COUNTY OF TULSA } SS.

Before me, a Notary Public, in and for the abovenamed county and state, on this 29 day of March 1923, personally appeared J. Frank Rhodes and Augusta B. Rhodes to me personally 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 uses and purposes therein set forth.

WITNESS my signature and official seal, the day and year last above written.

My commission expires Jan. 10, 1927

(SEAL) R. M. Alderson, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Mch 29, 1923 at 2:20 o'clock P. M.
 in Book 442, page 548

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

226048 C. J.

MORTGAGE OF REAL ESTATE COMPARED

This indenture, made and entered into this 2nd day of March 1923, between H. S. Raymond, a single man, of Tulsa County, in the state of Oklahoma, party of the first part, and Kate I. Everett Tulsa county, State of Oklahoma,

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 WAYNE L. DICKLEY, County Treasurer
 a j
 Deputy