

COMPARED

or not, at option of mortgagee an appraisal of said real estate, and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

Sixth. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said second party and his assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent per annum.

SEVENTH. It is further agreed that on the filing of any petition to foreclose this mortgage the first parties shall pay a reasonable attorney's fee of not less than Eight Hundred Dollars, and the same to be secured by this mortgage and to be taxed as a part of the costs in said action.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

D. N. FINK-as Trustee for George Warren Barnes.

G. W. Barnes

Madge M. Barnes

State of Oklahoma, Muskogee County, SS.

Before me the undersigned Notary Public in and for said County and State on this 28 day of February, 1923, personally appeared G. W. BARNES and MADGE M. BARNES, his wife to me know 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 hand and official seal the day and year above written.

My commission expires February 6 - 1924 (SEAL) Daisy L. Brenner-Notary Public
STATE OF OKLAHOMA.....MUSKOGEE COUNTY, ss.

Before me the undersigned Notary Public in and for said County and State, on this 26 day of February, 1923, personally appeared D. N. Fink to me known to be the identical person who executed the within and foregoing instrument as trustee for George Warren Barnes, and acknowledged to to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of himself as trustee aforesaid, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires February 6 - 1924 (SEAL) Daisy L. Brenner-Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, March 20th 1923 at 4:00 o'clock P.M.
and recorded in Book 444 Page 442

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

225098-ACM

COMPARED

M O R T G A G E

RECEIVED
I hereby certify that the foregoing instrument was filed for record in the office of the County Clerk of Muskogee County, Oklahoma, on the 21st day of March, 1923.
Wayne L. Dickey, County Clerk
4.56
Receipt No. 8369
a.g.

THIS INDENTURE, Made this 21st day February, in the year of our Lord one thousand nine hundred and Twenty-three (1923) by and between D. N. FINK, as Trustee for George Warren Barnes, and GEORGE WARREN BARNES who signs this instrument as G. W. BARNES, and MADGE M. BARNES his wife, all of the County of Muskogee and State of Oklahoma, parties of the first part.