

the same as herein provided, the first party will pay to said plaintiff \$50.00 as a reasonable attorney's fee therefor, and abstractor's fee for supplemental abstract for use in such foreclosure proceedings, in addition to all other legal costs and statutory fees, said fees to be due and payable upon the filing of petition for foreclosure and the same shall be a further charge and lien upon the said premises described in this mortgage, and be included in any judgement or decree rendered in any action as aforesaid and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured, and first party hereby waives appraisalment in case of foreclosure, this waiver to be effective, or not, at the option of second party.

In witness whereof, the said parties of the first part have hereunto set their hands and seal the day and year first above written,

Signed, and delivered in the presence of

M. C. Williams,
W. N. Williams.

William H. Neas.
Ellen E. Neas.

State of Oklahoma)
Tulsa County) SS

Before me, the undersigned, a Notary Public, in and for said County and State on this 27 day of February, 1923, personally appeared William H. Neas and Ellen E. Neas, his wife, to me 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 hand and official seal the day and year last above set forth.

(SEAL) Marsie J. Kelley, Notary Public.

My commission expires Apr. 24, 1923.

Filed for record in Tulsa County, Okla. on March 21, 1923, at 4:30 P.M. and duly recorded in book 445, page 303, By Brady Brown, Deputy,

(SEAL) O.G. Weaver, County Clerk.

225262 - BH

COMPARED

AFFIDAVIT.

State of Oklahoma)
County of Tulsa) SS

M.A. DeVinna, of Lawful age, being first duly sworn, upon oath deposes and says: That he was personally acquainted with J. W. Kennedy prior to the year 1915, and that the said J. W. Kennedy was a widower on the date that he executed deeds to-wit: May 10th, 1915, and March 8th, 1916, conveying.

The north 50 by 100 feet of a tract of land lying in and being partly in the west 13.84 acres in lot 5 section 2, township 19 north, range 12 east

and

The north 50 feet of the south 100 feet of the east half of block 2 in Owen's Reserve addition to the City of Tulsa, Oklahoma,

Affiant states that he is personally acquainted with C. A. Owen, grantee in quit claim deed dated May. 1909, wherein

All that part of the northwest quarter (NW $\frac{1}{4}$) of the northeast quarter (NE $\frac{1}{4}$) of section 2, township 19. north, range 12 east. described as "Reserved for C. A. Owen" in the amended plat of the Owen Addition to Tulsa, Oklahoma,

was conveyed, who is one and the same person as Chauncy A. Owen, the grantor in warranty