

8357
 20
 1923
 WALTER L. DICKER, County Treasurer

This note is given as evidence of the amount due the payee for lumber and materials delivered by it at the undersigned's request, to be used in the buildings and improvements situated on Lots 6 and 7 Block 22, Oak Ridge Addition to Original Townsite of Sand Springs, Oklahoma. And it is hereby specifically agreed that the payee by accepting this note shall not waive nor forfeit any of its rights by virtue of the mechanic's lien law. The makers and endorers hereof jointly and severally waive demand, notice and protest, and waive all rights of exemption, and sureties consent that time of payment may be extended without notice thereof, and hereby recognized and admit the right of the payee to a valid mechanic's lien on said buildings and premises for the full amount hereof. It is also agreed that if this note is put in the hands of an attorney after maturity thereof, or collect by suit, a ten per cent attorney's fee may be taxed as costs, the minimum attorney's fee to be twenty-five dollars.

The last material used in the construction of the above described buildings and improvements was delivered

Witnesses:

Chas. Askey.

Due 6/19/23.

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part their heirs and assigns, said sum of money in the above described note mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. And said mortgagor agrees that he will, until said debt is paid, keep said premises insured to the amount of \$500.00 dollars, for the benefit of the holder of this mortgage in an insurance company acceptable to the mortgagee. If said sum or sums of money, mentioned herein, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said part of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. And the mortgagor agree that if suit is brought to foreclose this mortgage he will pay a reasonable attorney's fee of \$50.00 dollars to the plaintiff's attorney in such action, which fee this mortgage also secures.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand the day and year first above written. Chas. Askey

STATE OF OKLAHOMA)
) SS
 TULSA COUNTY)

Before me, P.A. Stricklen, a Notary Public, in and for said County and State on this 19th, day of March, A.D. 1923, personally appeared Chas. Askey, and D.G. Lbr. Co., (C. G. Stricklen, 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.

My commission expires July 19, 1924.

(SEAL) P. A. Stricklen, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 19th, 1923, at 4:20 P. M. and recorded in Book 446, page 273.

By Brady Brown, Deputy.

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

This note is secured by Mortgage