

penalties and interest thereon, and all sums so paid and the expense of continuation of abstract and all expenses and attorneys' fees incurred by second party, or its assigns, by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes or assessments upon said property, judgment, mechanics' liens or other statutory lien or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of Seventy-five Dollars attorneys' fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 23rd, day of February, 1923,

Robert R. Burnes

Vivian E. Burns.

STATE OF OKLAHOMA)
COUNTY OF TULSA) S3

Before me, the undersigned, a Notary Public, in and for said County and State on this 23rd, day of February, 1923, personally appeared Robert R. Burns, and Vivian E. Burns, 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.

(SEAL) Alma Shields, Notary Public.

My commission expires Jan. 13, 1927.

Filed for record in Tulsa, Tulsa County, Oklahoma. Feb. 28th, 1923, at 8:30, A. M. and recorded in Book 446, Page 54.

By:

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

223008-GB

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That J. D. Simmons and Effie E. Simmons, his wife, of Tulsa County, Oklahoma parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Okla., party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

East forty-five and three-fourths (45 3/4) feet

of Lot Eight (8), Block Two (2), Orcutt Addition

to the City of Tulsa.

RECEIVED
I hereby certify that I received \$600
from J. D. Simmons and Effie E. Simmons
to the within mortgage
Dated this 28th day of Feb, 1923
WAYNE L. DICKLEY, County Treasurer

with all improvements thereon and appurtenances thereto belonging, and warrant the