

this mortgage for the purpose of satisfying and paying the entire indebtedness secured hereby, together with interest, and all taxes, assessments and insurance premiums which may be paid by the said party of the second part, his legal representatives or assigns, as aforesaid, together with interest on the same at 12 per cent per annum from the dates of such payments, all of which are to be included in the judgment or decree in such foreclosure suit or action.

And in case suit is brought to foreclose this mortgage, the said parties of the first part, for themselves, and their heirs, executors, administrators or assigns, agree to pay a reasonable attorney's fee therefor, which is to be included in such judgment or decree.

And in case any action or suit shall be commenced, and said party of the second part be made a part defendant thereto, by reason of this mortgage, shall be allowed a reasonable attorney's fee, and all costs, therein, and the same shall be a further lien upon said premises, and, in case of foreclosure of this mortgage, shall be included in such judgment or decree.

The said parties of the first part hereby expressly waive all rights and benefits they have in said premises as a homestead under the laws of the State of Oklahoma,

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year above mentioned.

W. L. Elam,  
Edith Marie Elam,

State of Colorado )  
County of Lincoln ) SS

I, Jesse E. Shryack, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that W. L. Elam and Edith Marie Elam, who are personally appeared known to me to be the persons whose names are subscribed to the foregoing mortgage deed, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act and deed for the uses and purposes therein set forth and specified.

My notarial Commission expires March 22, 1928.

Given under my hand and notarial seal this 26th day of March, A.D. 1924.

Jesse E. Shryack, Notary Public.

Filed for record in Tulsa County, Okla. on April 28, 1924, at 1:40 P.M. recorded in book 449, page 41, Brady Brown, Deputy,

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

COMPARED  
256764 - BH

MORTGAGE.  
OF REAL ESTATE.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$284.00 and issued Receipt No. 4671 therefor in payment of mortgage tax on the within instrument.  
Dated this 28th day of April, 1924.  
W. B. Weaver, County Clerk.

This indenture, made and entered into this 26th day of April, 1924, between E. L. Bumgarner, a widower, of Tulsa County, in the State of Oklahoma, party of the first part, and The Exchange Nat'l Bank of Tulsa, Tulsa County, State of Oklahoma, party of the second part.

Witnesseth, that said party of the first part, in consideration of the sum of fourteen hundred fifty and no/100 (\$1450.00) dollars, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma, to-wit: Lot twenty four (24) in block ten (10) Hillcrest addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, This mortgage being subject to a first mortgage of approximately \$4500.00 in favor of Farm & Home Savings & Loan Association, of Nevada, Mo.