

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, judgments, 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, attorney's 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 appraisement of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 14th, day of May 1923.

COMPARE

Gerald F. Benedict.

Frankie M. Benedict.

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this 14th, day of May 1923, personally appeared Gerald F. Benedict and Frankie M. Benedict, 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.

My Commission expires January 26, 1927. (seal) Helen Cornahan, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 15th, 1923, at 3:05 P.M. and recorded in Book 451, page 451, page 177.

By Brady Brown, Deputy.

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

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A F F I D A V I T

COMPARE

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

Nathaniel V. Yargee, Charley Yargee, and Hattie L. Bridges, formerly Hattie L. Yargee, being first duly sworn on oath say:

That they are now, and were at the time of her death, the only and sole heirs of Nancy Yargee, deceased, who was a member and citizen of the Creek Tribe of Indians and as such enrolled opposite roll number 4867;

that they and each of them were and are members and citizens of the Creek Tribe of Indians, being enrolled as follows:

Roll No. 4868- Nathaniel V. Yargee,

Roll No. 4870 - Hattie L. Yargee,

Roll No. 4871- Charley Yargee;

That as such heirs they inherited, among other lands, the Southwest quarter (SW $\frac{1}{4}$) of Section 28, township 19 North, Range 12, East, Tulsa County, Oklahoma; and as such heirs there was distributed to them, among other lands, by decree of the County Court of Tulsa County, Oklahoma, on June 19, 1916, the said Southwest quarter of