

shall be demanded with interest up to the time of such payment, and, if not enough therefor, then apply what remains; and the balance of such proceeds, if any, shall be paid to the said parties of the first part or their legal representatives; and in case of the foreclosure of this trust by suit, it is agreed that an attorney's fee of ten per cent, upon the amount found due shall be included in the judgment and decree of foreclosure. **COMPARED**

And the said party of the second part covenants faithfully to perform the trust herein created. Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead exemption and stay laws of Oklahoma.

And the said party of the second part hereby lets said premises to said parties of the first part, until a sale be had under the foregoing provisions therefor, upon the following terms as conditions thereof to-wit:

The said parties of the first part, and every and all persons claiming or possessing such premises and any part thereof, by, through or under them shall or will pay rent therefor during said term, at the rate of one cent per month, payable monthly, upon demand, and shall and will surrender peaceable possession of said premises, and any and every part thereof, sold under said provisions, to said party of the second part, his successors, assignees, or purchaser thereof under such sale, within ten days after making such sale, and without notice or demand therefor.

IN WITNESS WHEREOF The said parties have hereunto set their hands and seals the day and year first above written.

R. N. Shanks

Beryl A. Shanks

State of Oklahoma,
County of Tulsa,

Before me a Notary Public, in and for the above named County and State, on this 11th day of June, 1923, personally appeared R. N. Shanks and Beryl A. Shanks, his wife, to me personally 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 signature and official seal, the day and year last above written.

My commission expires March 31, 1926 (SEAL) Iva Latta, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, June 11, 1923 at 4:40 o'clock P. M.
in Book 451, page 395

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

233040 C.J.

M O R T G A G E C O M P A R E D

TREASURER'S RECEIPT
I hereby certify that I received \$ 104 and issued
Receipt No. 12005 therefor in payment of mortgage
tax on the within mortgage.

Dated this 11 day of June 1923

WAYNE L. DICKEY, County Treasurer

Deputy

FOR THE CONSIDERATION of One Hundred Ninety
Dollars Anna F. Nenninger and Charles A. Nennin-
ger, her husband, of Tulsa County, State of
Oklahoma, first parties do hereby mortgage and
convey to GUM BROTHERS COMPANY, a corporation,

of Oklahoma City, Oklahoma, second party, its successors and assigns, the following real
estate, situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

Lot Eleven, in Block Four, a Subdivision of a part of Block Five, in
Terrace Drive Addition to the City of Tulsa, According to the recorded
plat thereof, Subject to a prior mortgage of \$3800.00 to Gum Brothers Company.