

gage, 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 Seventyfive 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 8th day of June 1923.

COMPARED

Anna F. Nenninger
Charles A. Nenninger

STATE OF OKLAHOMA,)
County of Tulsa) ss;

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of June, 1923, personally appeared Anna F. Nenninger and Charles A. Nenninger, her husband, 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 Jan. 2, 1927 (SEAL) Nora Taliferro, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, June 11, 1923 at 4:45 o'clock P. M.
in Book 451, page 397
By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

233044 C. J.
TREASURER (ENDORSEMENT)
I hereby certify that I received \$ 2.50 and issued
Receipt No. 10007 therefor in payment of mortgage
tax on the within mortgage.
Dated this 11 day of June 1923
WAYNE L. DICKLEY, County Treasurer
Deputy

DEED OF TRUST. COMPARED
THIS DEED, Made and entered into this 8th day of June, 1923, by and between R. H. Agard and Ruth I. Agard, his wife, of Tulsa, Okla., parties of the first part and M. Hughes Trustee, party of the second part, and the CENTRAL SAVINGS AND LOAN ASSOCIATION, of Marshall,

Missouri, party of the third part.

WITNESSETH, That the said parties of the first part, in consideration of the debt and trust hereinafter mentioned and created and the sum of One Dollar to them paid by the party of the second part, the receipts of which is hereby acknowledged, do by their presents, Grant, Bargain, Sell, Convey and Confirm unto the said party of the second part, the following described Real Estate, situated in the County of Tulsa, and State of Oklahoma, to-wit:

Lot 16, Block 1, East Highlands Addition to the City of Tulsa,
and Certificate number 845 being for Six & 1/4 share of "D" stock in the CENTRAL SAVINGS AND LOAN ASSOCIATION, of Marshall, Missouri, and possession of said premises and said shares of stock is now delivered unto the said party of the second part,

TO HAVE AND TO HOLD the same with all the rights and appurtenances thereto belonging to the said party of the second part and to his successor hereinafter designated, and to the assigns of him and his successor, forever.

In trust, however, for the following purposes; WHEREAS, the said R. H. Agard and Ruth I. Agard, have this day made and executed and delivered to the said party of the third part one promissory note of even date herewith, by which they promise to pay to the said CENTRAL NATIONAL SAVINGS AND LOAN ASSOCIATION the sum Twenty Five Hundred Dollars, said note being in words, letters and figures as follows: