

this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said party of the second part shall be entitled to possession of said premises. And said party of the first part for said consideration does hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand the day and year first above written.

W. L. Foster

Pearle B. Foster his wife

STATE OF OKLAHOMA, Tulsa County, ss.

Before me Cal Arnold, Notary In and for said County and State on this 27 day of June 1923, personally appeared W. L. Foster and Pearle B. Foster 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 use and purposes therein set forth.

My Commission expires April 9, 1924 (SEAL) Cal Arnold, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, June 30, 1923 at 9:00 o'clock A. M. in Book 451, page 614
By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

234627 C. J. COMPARED
RECORDED
By me, Notary Public, Cal Arnold, and sealed
Book No. 10397 in payment of mortgage
tax on the within instrument.
Dated this 2 day of June, 1923.
W. W. Stuckey
Deputy

MORTGAGE OF REAL ESTATE

We A. R. Scheu and Augusta B. Scheu, his wife, hereinafter called mortgagor, to secure the payment of Twenty-five Hundred and no/100 Dollars paid to mortgagor by mortgagee, do hereby mortgage unto The Producers Nat'l Bank, mortgagee,

the following described real estate, with all appurtenances, situate in Tulsa County, Oklahoma, to-wit:

West 50 Ft. of Lots 11 and 12, Block #9 Elm Park Addition to the City of Tulsa, Oklahoma Subject to First Real Estate Mortgage.

Mortgagor warrants the title to above premises and that there are no liens or incumbrances thereon except as stated in this instrument.

THIS MORTGAGE is executed to secure the performance of each obligation herein made by mortgagor, one of which obligations is to pay said mortgagee, his heirs or assigns, the said indebtedness above named, with interest as herein stated, to-wit: \$2500.00 represented by the one promissory note of mortgagor, of even date herewith, as follows:

One note for \$2500.00 Due Apr. 2nd, 1922.

Each note above named bears interest at the rate of 8 per cent per annum payable semi-annually from date and ten per cent per annum after due.

Failure of mortgagor, his grantees, heirs or successors to pay the principal or any part thereof, or the interest thereon, when due, of any prior mortgage or lien on said real estate or any part thereof, shall render all money secured by this mortgage due and payable at once without notice.

In event of foreclosure of this mortgage, mortgagor agrees to pay an attorney's fee of