

thereof in any wise notwithstanding.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay said second party her successors or assigns, a sum equal to ten per cent of the total amount due on said note and this mortgage, as attorney's fee, for such foreclosure in addition to all other legal costs, and that such attorney's fee shall be a lien upon the land above described and a part of the debt secured by this mortgage. Appraisal of said premises is hereby waived or not at the option of the party of the second part.

Witness our hands the day and year first above written.

J. Lieberman,
Nettie Lieberman.

State of Oklahoma }
County of Tulsa } SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 5th day of May 1923, personally appeared J. Lieberman and Nettie Lieberman, 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 the day and year last above written.

(Seal) Nettie A. Cline, Notary Public.

My commission expires Sept. 19th, 1925.

Filed for record in Tulsa County, Okla. on May 8, 1923, at 2:30 P.M. and duly recorded in book 455, page 44, By Brady Brown, Deputy,

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

229902 - BH

MORTGAGE.

This indenture made the fourth day of May in the year one thousand nine hundred and twenty three (1923) between Ray H. Welden and Freda B. Welden, his wife, PARTIES. hereinafter called the mortgagor, and the United States Mortgage and Trust Company, a body corporate, organized under the laws of the State of New York, hereinafter called the mortgagee.

PROPERTY... Witnesseth, that the said mortgagor in consideration of the sum of seven thousand five hundred and no/100 dollars to them paid by the said mortgagee, do hereby grant, bargain, sell and convey to the said mortgagee, its successors and assigns forever, the following real estate situated at Tulsa in the County of Tulsa, and State of Oklahoma, and bounded and described as follows:

The easterly one hundred (100) feet of the northerly fifty feet (50) of lot one (1) in block one hundred fifty eight, (158) in the original townsite of Tulsa, Oklahoma, according to the recorded plat thereof, and all improvements thereon,

Together with the buildings and improvements erected or to be erected thereon with all the appurtenances and all the rents, issues and profits arising and which may be had therefrom;

WARRANTY..To have and to hold the said premises with the appurtenances and all rents, issues and profits aforesaid unto the said mortgagee, its successors assigns forever. And the said mortgagor for themselves, and their heirs, do hereby covenant unto and with the said mortgagee, its successors and assigns that the said mortgagor is lawfully seized of the premises aforesaid,; that the said premises are free and clear of all incumbrances of every nature and kind whatsoever; and that the said mortgagor will forever warrant and

TREASURER'S RECEIPT
I hereby certify that I received \$7.50 and no more
Receipt No. 4374 therefor in payment of mortgage
tax on the within mortgage.
Dated this 8 day of May 1923

WAYNE L. DICKEY, County Treasurer