

attacking such title or the validity of this mortgage. And said parties of the first part hereby promise and agree to and wit the said Finerty Investment Company, its successors and assigns, to pay the taxes, money and interest on the days herein before specified, to keep the buildings, fences, and other improvements on said premises in good repair, and said buildings insured during the continuance of this mortgage, in the sum of five hundred dollars for the benefit of the said second party and its assigns to deliver all policies, of insurance herein contained; and that in case any of the said taxes or any premium due upon the aforesaid insurance, shall become delinquent, that the party of the second part, or its assigns, may pay the same, and add the amount thereon, with interest thereon at the rate of ten per cent per annum to said mortgage money, and recover the same as part thereof. In case suit is commenced to foreclose this mortgage, the parties of the first hereby agree to pay the legal holder of the note or bond hereby secured, an amount equal to ten per cent thereof, additional, as attorney's fee; said sum to become due and payable at once upon the filing of petition in foreclosure, and to be secured by this mortgage and to be secured by this mortgage and to be included in any judgment rendered and to be collected and enforced the same as the balance of the debt hereby secured. And in case the note or bond or coupons secured by this mortgage shall not be paid when due, they shall draw interest at the rate of ten per cent per annum, payable annually, from maturity until paid. All benefit of stay, valuation, homestead and appraisement laws are hereby expressly waived.

In testimony whereof, the said parties of the first part have hereunto set their hands.

In the presence of R. S. Peters,
Helen A. Peters.

Albert Carlson,
Chas. B. Carden.

State of Oklahoma)
Tulsa County) SS

Before me, the undersigned, *in and for said County and State* on this 27th day of June, 1923, personally appeared R. S. Peters and Helen A. Peters, 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 above set forth.

(SEAL) Everett M. Byers, Notary Public.

My commission expires February 21st, 1927.

Filed for record in Tulsa County, Okla. on June 29, 1923, at 11:45 A.M. and duly recorded in book 455, page 488, By Brady Brown, Deputy

TREASURER'S ENDORSEMENT
(SEAL) O.G. Weaver, County Clerk, I received \$ 16.00 and issued
to the within mortgage
Dated this 20 day of June 1923

234551- BH

COMPARED

SECOND MORTGAGE.

WAYNE L. DICKEY, County Treasurer

This indenture, made this 27th day of June, A.D. 1923, by and between R. S. Peters and Helen A. Peters, his wife, of the County of Tulsa and State of Oklahoma, party of the first part, and Finerty Investment Company, a corporation, organized under the laws of Oklahoma, of Oklahoma City, State of Oklahoma, party of the second part.

Witnesseth: That the said party of the first part, in consideration of the sum