

administrators or assigns, and the amount so paid shall be a lien on said mortgaged premises and shall bear interest and premium at the same rate specified herein, and may be included in any judgment rendered to foreclose this mortgage; but whether they elect to pay such taxes, charges, insurance, rates, liens, and assessments or not, it is distinctly understood that in all case of delinquencies as above enumerated, than in like manner the said note and the whole of said sum shall immediately become due and payable.

It is further agreed, that if foreclosing proceedings be instituted, an attorney's fee of ten per cent additional shall be allowed the said fee in any case to be at least Twenty-five Dollars, and taxed as cost in the case; and the grantor herein, for the consideration hereinbefore specified, expressly waive appraisal of said property and all the benefit of the homestead, stay, or exemption laws of the State of Oklahoma.

Witness their hands this 9th day of June 1923.

Witnesses:

L. A. Banes

Gertrude R. Banes

STATE OF OKLAHOMA, ( ) ss.  
County of Tulsa ( )

Before me, F. B. Jordan, a Notary Public, in and for said County and State, on this 9th day of June 1923, personally appeared L. A. Banes and Gertrude R. Banes, husband and 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 notarial seal at Tulsa, Oklahoma, in the County and State aforesaid the day and year last above written.

My commission expires Oct. 11th 1925 (SEAL) F. B. Jordan-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, June 9th 1923 at 2:40 o'clock P.M. and recorded in Book 457 Page 223

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

232913-ACM

COMPARED

M O R T G A G E

KNOW ALL MEN, That we, Thomas Davis and Vida K. Davis, his wife, of Creek County, Oklahoma, hereinafter called mortgagor, to secure the payment of the sum of Twenty-five Hundred and no/100 DOLLARS paid by THE FIRST TRUST COMPANY OF WICHITA, mortgagee, does hereby mortgage to THE FIRST TRUST COMPANY OF WICHITA, the following described premises situated in the County of Tulsa, Oklahoma, to-wit:

The East Half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-Seven (27), Township Eighteen (18) North, Range Twelve (12) East,

of the Indian Meridian, containing in all 80 acres more or less, according to the government survey, with all the appurtenances, and warrant the title to the same.

This mortgage is made to secure the payment of the money, and the performance of the agreements, to be paid and performed by mortgagor to-wit:

FIRST-That the mortgagor will pay to said THE FIRST TRUST COMPANY OF WICHITA, its successors or assigns, at its place of business, in Wichita, Kansas, Twenty-five hundred and no/100 DOLLARS according to the terms of One promissory note executed by the said mortgagor, said note being in amount as follows:-

TREASURER'S ENDORSEMENT

I hereby certify that I received \$250.00 and issued Receipt No. 9982 therefor in payment of mortgage tax on the within mortgage.

Dated this 9th day of June 1923

WAYNE L. DICKEY, County Treasurer

Deputy