

anything in this mortgage or said notes contained to the contrary notwithstanding, provided this agreement shall not be construed to include any personal tax when imposed against the holder of said notes or mortgage by any State at the residence or domicile of such holders and in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose the same, as herein provided, the first party will pay to said plaintiff \$50, as a reasonable attorney's fee therefor and abstract's fee for supplemental abstract for use in such foreclosure proceedings, in addition to all other ^{legal} costs and statutory fees, said fee to be due and payable upon the filing of petition for foreclosure and the same shall be a further charge and lien upon the said premises described in this mortgage, and be included in any judgment or decree rendered in any action as aforesaid and collected and the lien thereof enforced in the same manner as the principal debt hereby secured; and first party hereby waives appraisal in case of foreclosure, this waiver to be effective, or not at the option of second party.

In Witness Whereof, The said parties of the first have hereunto set their hands and seals the day and year first above written;

Signed and delivered in the presence of

S. R. Lowman.

A. C. Wise,

Frank E. Quigg

Nellie M. Quigg.

State of Oklahoma)

ss

Tulsa County)

Before me J. A. Lowman a Notary Public in and for said County and State, on this 6th day of August 1923, personally appeared Frank E. Quigg and Nellie M. Quigg, 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 set forth;

My Commission expires Nov-22, 1925, (seal) J. A. Lowman Notary Public.

Filed for Record in Tulsa, Tulsa County, Oklahoma, August 9th, 1923 at 2.30 O'Clock P. M. and Recorded in Book 474, Page 112.

By Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk

237765

EC

REAL ESTATE MORTGAGE;

KNOW ALL MEN BY THESE PRESENTS;

That M. L. Eno, and Elsie Eno his wife of the County of Tulsa and State of Oklahoma for and in consideration of the sum of Two thousand & no/100 Dollars, in hand paid by the INDUSTRIAL BUILDING & LOAN ASSOCIATION of Tulsa, Oklahoma, do hereby sell and convey unto the said INDUSTRIAL BUILDING & LOAN ASSOCIATION, and its successors or assigns, the following described land and premises, situated in the County of Tulsa and the State of Oklahoma, to-wit;

Lot number Two (2) in block number Two (2) in the second

Lake Subdivision according to the recorded plat thereof.

To have and to hold the above granted ^{land} and premises, with

all the appurtenances thereto belonging, unto the said Grantee and its successors or assigns forever;

And the said Grantors, for themselves and their heirs, executors and administrators, covenant with the Grantee and its successors and assigns, that the said premises are free from incumbrances, and that have a good right and lawful authority to sell the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Grantors for themselves and their heirs, executors and assigns hereby further promise and agree that if at any time the above described real estate be not occupied by the

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2.00 and issued Receipt No. 112,447 therefor in payment of mortgage tax on the within mortgage.

Dated this 10th day of Aug. 1923

W. W. Stuckert County Treasurer

Deputy

COMPARED

COMPARED