

475

rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first party shall pay to said second party, its successors and assigns, a sum equal to Ten Dollars and Ten Per Cent additional of the total amount due on said mortgage and on said note, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fee shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

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

John Prayson formerly

John Prayannis

State of Oklahoma, Tulsa County, ss.

Before me, a Notary in and for said County and State on this 25th day of Sept. 1923 personally appeared John Prayson, formerly John Prayannis, a single man and --- to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the use and purposes therein set forth.

My commission expires Dec. 22, 1924 (SEAL) C.T. Scott, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Sept 27, 1923 at 2:45 o'clock P. M. in Book 475, page 235

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

240978 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$160 and issued Receipt No. 11701 for the payment of mortgage tax on the within mortgage.

Dated this 27th day of Sept. 1923

W. W. Stach, County Treasurer

Deputy

MORTGAGE OF REAL ESTATE

THIS INDENTURE, Made this 21st day of September A. D. 1923, between Nancy Chalakee and Jinsey Chalakee, her husband of Wagoner County, in the State of Oklahoma, of the first part, and Susan Atkins, a single woman, of Coweta, Wagoner County, in the

State of Oklahoma, of the second part.

WITNESSETH, That said parties of the first part, in consideration of the sum of Six-hundred Dollars (\$600.00) the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part her heirs and assigns, all the following described Real Estate situate in Tulsa County, and State of Oklahoma, to-wit:

The Southwest quarter of the Southwest Quarter of Section 32, Township 18 North, Range 14 East.

TO HAVE AND TO HOLD THE SAME, Unto the said party of the second part her heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Nancy Chalakee and Jimsey Chalakee, her husband has this day executed and delivered two certain promissory notes in writing to said party of the second part, described as follows: Note No. 1 for \$50.00 due January 1st, 1924, with interest at the rate of 8% per annum, from date, and 10% additional if placed in the hands of an attorney for collection. Note No. 2, \$550.00 due September 21st, 1928, with interest at the rate of 8% per annum, from date, and 10% additional if placed in the hands of an attorney for collection. Both of said notes being dated September 21st, 1923.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part her heirs, or assigns, said sum of money in the above described note men-