

475

THIRD: The said parties of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said parties of the first part agree that if the makers of said note shall fail to pay the principal or interest of said note or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said parties of the first part shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than \$10.00 & 10% of amount remaining unpaid shall be added, which this mortgage also secures.

And that the said parties of the first part, for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribe their names on the day and year first above mentioned.

Sam H. Kimmons

Leontine E. Kimmons

COMPARED

STATE OF OKLAHOMA, )  
Tulsa County ) SS.

Before me Joe Ann Lewellen a Notary Public in and for said County and State, on this 18th day of October 1923, personally appeared Sam H. Kimmons and Leontine E. Kimmons 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.

Joe Ann Lewellen, Notary Public

My commission expires April 6, 1927 (SEAL)

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 18, 1923 at 1:35 o'clock P. M. in Book 475, page 546

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

242477 C.J.

QUIT CLAIM DEED  
OKLAHOMA STATUTORY FORM No. 902

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

That James P. Gilmore party of the first part, in consideration of the sum of One (\$1.00) Dollars, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, convey and forever quit claim unto Paul Trabue party of the second part, the following described real property and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot Four (4) of Block Two (2) of Rosemont Heights  
Addition to the City of Tulsa, according to the  
recorded plat thereof.