

475

to-wit:

One note dated 9/17/1923 due 10/17 1923 for \$50.
 One note dated " 1923 due 11/17 1923 for \$50.
 One note dated " 1923 due 12/17 1923 for \$50.
 One note dated " 1923 due 1/17 1924 for \$50.
 One note dated " 1923 due 2/17 1924 for \$50.
 One note dated " 1923 due 3/17 1924 for \$50.
 One note dated " 1923 due 4/17 1924 for \$50.
 One note dated " 1923 due 5/17 1924 for \$50.
 One note dated " 1923 due 6/17 1924 for \$50.
 One note dated " 1923 due 7/17 1924 for \$50.
 One note dated " 1923 due 8/17 1924 for \$50.
 One note dated " 1923 due 9/17 1924 for \$50.
 One note dated " 1923 due 10/17 1924 for \$50.
 One note dated " 1923 due 11/17 1924 for \$50.
 One note dated " 1923, due 12/17 1924 for \$50.
 One note dated 9/17/1923, due 1/17 1925, for \$50.
 One note dated " 1923, due 2/17 1925, for \$50.
 One note dated " 1923, due 3/17 1925, for \$50.
 One note dated " 1923, due 4/17 1925 for \$50.
 One note dated " 1923, due 5/17 1925 for \$50.

TREASURY DEPARTMENT

I hereby certify that I have paid \$40 and issued
 Receipt No. 11556 for the payment of mortgage
 tax on the within mortgage.

Dated this 18 day of Sept 1923
 W. W. Slocum, County Treasurer

A. James
 Deputy

This mortgage is given subject, and is inferior, to a certain mortgage for \$4000. and interest, given by said parties to Mrs. Natalie Carter Broach and dated May 18th, 1921.

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit; that said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or the taxes, insurance premiums or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of One Hundred and no/100 DOLLARS which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 17th day of Sept. 1923.

Hugh Gary

Annay Belle Gary

STATE OF OKLAHOMA)
) SS.
 County of Tulsa)

Before me, a Notary Public, in and for the above named County and State, on this 18th day of September 1923, personally appeared Hugh Gary and Anna Belle Gary to me personally 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 signature and official seal, the day and year last above written.

My commission expires March 10, 1925 (SEAL)

Fred S. Broach, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sept 18, 1923 at 1:30 o'clock P. M. in Book 475, page 82

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk