

full force and effect, and this mortgage may be immediately foreclosed and enforced for the unpaid amount of the principal of said note, the unpaid interest and the expenditures hereinbefore named, made by said party of the second part, to pay said taxes, assessments and insurance, and to protect the title to said premises, together with the charges as provided by the By-Laws of the said Association, for the non-payment of said interest, expenditures, and the payment of all prior liens and incumbrances on said premises and Six Thousand Dollars, as attorney's fee for instituting suit upon this mortgage; also for foreclosing the same together with reasonable Abstracter's fee for extending abstract all of which shall be a lien upon said premises and secured by this mortgage, and included in any decree of foreclosure rendered thereon, and all rents collected by said party of the second part shall be applied on the payment of said debt. In event of legal proceedings to foreclose this mortgage the indebtedness thereby secured shall bear interest from date of default at the rate of 9 per cent. per annum in lieu of further monthly installments, and the shares of stock above referred to shall be cancelled and the surrender value thereof, as provided in the By-Laws of said Association, as of the date of the first default, shall be applied in reduction of the sums due on this mortgage. And the said party of the first part, for said consideration, does hereby expressly waive an appraisal of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

It is understood and agreed, by and between the parties hereto, that this entire contract, and each and every part thereof, is made and entered into in accordance with the By-Laws of the Farm and Home Savings and Loan Association of Missouri, and the laws of the State of Missouri, and in construing this contract the By-Laws of said Association and the laws of the State of Missouri are to govern.

COMPARED

IN WITNESS WHEREOF, the Empire City Company, a corporation has by its President signed and sealed these presents, attested by its Secretary, and caused the seal of said corporation to be affixed, this Twentieth day of September, 1923.

Attest: M. O. Flohnty, Secretary.  
(Cor. Seal)

Empire City Company  
By Thomas J. Burke, President.

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

Before me, a Notary Public, in and for said County and State 21st day of Sept. 1923, personally appeared Thomas J. Burke, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal the day and year aforesaid.

My commission expires May 10th, 1926. (Seal)

J. W. Hamel, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 21, 1923, at 2:00 o'clock P.M. and recorded in Book 479, Page 64.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

240555 C.M.J.

ASSIGNMENT OF MORTGAGE.

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

That GUM BROTHERS COMPANY, a corporation, the mortgagee named in a certain real estate mortgage, dated the 13th day of July 1923, executed by Lila Wade Harrell upon the following described real estate in Tulsa County, State of Oklahoma, to-wit:

The East Ninety feet of Lot One, in Block One, in Earns Addition to the city of Tulsa, according to the recorded plat thereof.