

same as part thereof. In case suit is commenced to foreclose this mortgage, the parties of the first part hereby agree to pay the legal holder of the note or bond hereby secured, an amount equal to ten per cent thereof, additional, as attorney's fee; said sum to become due and payable at once upon the filing of petition in foreclosure, and to be secured by this mortgage and to be included in any judgment rendered and to be collected and enforced the same as the balance of the debt hereby secured. And in case the Note or Bond or coupons secured by this mortgage shall not be paid when due, they shall draw interest at the rate of ten per centum per annum, payable annually, from maturity until paid. All benefit of stay, valuation homestead, and appraisement laws are hereby expressly waived.

IN TESTIMONY WHEREOF, The said parties of the first part have hereto set their hands
In the presence of

S. M. Byers

Everett M. Byers

STATE OF OKLAHOMA,)
Tulsa County,) ss.

Janie Smith

Enoch O. Smith

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of November, 1923, personally appeared Janie Smith, and Enoch O. Smith, her husband 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 above set forth.

My commission expires Feb. 21st, 1927 (SEAL) Everett M. Byers, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 20, 1923 at 4:20 o'clock P. M. in Book 480, page 337

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

244932 C. J.

In re. title to the east Forty (40) feet of Lot Seven (7) and the West half of Lot Six (6) in Block Four (4) TWIN CITIES SUB-DIVISION in Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

COMPARED

TO THE PUBLIC:

State of Oklahoma,)
County of Tulsa.) ss.

AFFIDAVIT

Horace L. Skinner of lawful age being first duly sworn on his oath says; that he was well and personally acquainted with F. M. Williams, grantor in deed to Alice M. Allen, conveying the above described premises, on May 12, 1921 and also with F.W. Williams, grantor in deed conveying same premises to Jacob Schreiner on January 10, 1922, and that at the date of both said conveyances, said F. M. Williams was a single person. Affiant further says that he was well and personally acquainted with Fannie May Williams, one of grantees in deed from H. W. Cravens and May L. Cravens on August 18, 1921, conveying above described premises and with F. M. Williams, grantor in deed to Alice M. Allen on May 12, 1921, conveying said premises and that said Fannie May Williams and F. M. Williams is one and same person and that she was, at the date of all the conveyances here herein mentioned, a single person.

Affiant further says that he was well and personally acquainted with Alice M. Allen one of grantees in deed of date August 18, 1921, conveying part of above described premises and with Alice Allen Bonham, grantee in deed from Jacob Schreiner of date March 18, 1922, conveying part of above described premises and that said Alice M. Allen and Alice Allen Bonham is one and the same person, And that said Alice M. Allen, grantor in deed of date October 13, 1921, to F. M. Williams, covering part of above described premises, was at said