

shall be secured by the lien of this mortgage and draw, interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

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

Dated this 13th day of November 1923 .

C. E. Warner

May Warner

STATE OF OKLAHOMA )  
Tulsa County ) ss.

Before me, The Undersigned a Notary Public in and for said County and State, on this 13th day of November, 1923, personally appeared C. E. Warner and May Warner, his wife, 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 August 25th 1927

(SEAL) Roy L. Ware, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 24, 1923 at 11:10 o'clock A. M. in Book 480, page 404

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

245285 C.J. COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That

Nola Lewis & W.M. Lewis, her husband,  
of Tulsa County, Oklahoma, parties of the  
first part, have mortgaged and hereby mortgage  
to Southwestern Mortgage Company, Roff, Okla .

party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit:

Lot One (1), Block One (1), Hillcrest Addition to the City of Tulsa.  
with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of THIRTY SEVEN HUNDRED FIFTY DOLLARS, with interest thereon at the rate of ten per cent. per annum payable semi-annually from date according to the Terms of seven certain promissory notes described as follows, to-wit:

Two Notes of \$1000.00 each; three notes of \$500.00 each; one note of \$100.00; and one note of \$150.00, all dated November 23rd, 1923, and all due in three years.

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed

TREASURER'S ENDORSEMENT

I hereby certify that I received \$2.22 and issued  
Receipt No. 2129 therefor in payment of mortgage  
tax on the within mortgage.

Dated this 24 day of Nov. 1923

W. V. Stackey, County Treasurer

Deputy