

ment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisement of said premises is hereby expressly waived, and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this 19th day of January, 1924.

Nola Childers Tracy,
F. R. Tracy.

State of Oklahoma)
Tulsa County) SS

Before me, H. J. Chapin, a Notary Public, in and for said County and State, on this 21st day of January, 1924, personally appeared Nola Childers Tracy and F. R. Tracy, 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 written.

(SEAL) H. J. Chapin, Notary Public.

My commission expires May 2, 1926.

21, 1924,
Filed for record in Tulsa County, Okla. on Jan/ 4:10 P.M. recorded in book 481, page 398, Brady Brown, Deputy.

(SEAL) O. G. Weaver, County Clerk.

249442 - BH

COMPARED

OKLAHOMA FIRST MORTGAGE.

Know all men by these presents: That Nola Childers Tracy, and F. R. Tracy, her husband, of Tulsa County, State of Oklahoma, parties of the first part have mortgaged and hereby mortgage to L. N. Ewing, party of the second part, the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: Lot two (2) Block four (4) of the resubdivision of blocks four (4) five (5) and twelve (12) of Childers Heights addition and blocks one (1) nine (9) ten (10) and fourteen (14) of Norvell Park addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof, (Privilege given to repay this mortgage twelve months from date, or at any interest bearing date thereafter, providing sixty days written notice be given prior to such time), with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of twenty five hundred and no/100, due and payable on the 19th day of January, 1927, with interest thereon at the rate of 8 per cent per annum, payable semi-annually from date, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, given and signed by the makers hereof Nola Childers Tracy and F. R. Tracy, her husband, and payable to the order of the mortgagee herein, and being for the principal sum of twenty five hundred and no/100, with six interest coupon notes attached, evidencing said interest, each coupon being for one hundred and no/100 dollars.

All sums secured by this mortgage shall be paid at the office of L. N. Ewing, in Tulsa, Oklahoma, unless otherwise specified in the note and coupons.

It is expressly agreed and understood by and between the said parties hereto, that this mortgage is a first lien upon said premises; that the party of the first part will pay said principal and interest at the times when the same fall due and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and