

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 of 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 appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 22nd day of February 1923.

Mina M. Hannifin

F. P. Hannifin

STATE OF OKLAHOMA)
Tulsa County,) ss.

Before, me, V. A. Kinnison a Notary Public in and for said County and State, on this 22nd day of February 1923, personally appeared Mina M. Hannifin and F. P. Hannifin 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. 28, 1923 (SEAL) V. A. Kinnison, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan 15, 1924 at 10:00 o'clock A. M.
in Book 482, page 448

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

248984 C.J.

MORTGAGE OF REAL ESTATE.

COMPARED

RECEIVED FOR DEPOSIT
13335
W. W. Blythe, County Treasurer
Dated Jan 16, 1924

This indenture made this 8th day of January A. D., 1924, between Hattie Rickey, a single woman of Tulsa County, in the State of Oklahoma of the first part and Tulsa Lumber Company of Tulsa County, in the State of Oklahoma, of the Second part.

WITNESSETH, That said part--- of the first part in consideration of Seven Hundred Seventy-two and 10/100 Dollars, (\$772.10) the receipt of which is hereby acknowledged, does by those presents grant, bargain, sell and convey unto said party of the second part its heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

Lot One (1), in Block One (1), in East Lynn Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

This mortgage is given subject to one first mortgage in favor of Southwestern mortgage company, and one second mortgage in favor of H. E. Markey, and one third mortgage in favor of J. E. Blythe. "

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part its heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas said first party has this day executed and delivered her certain promissory notes in writing