

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 mortgagees 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. In the event of suit being brought to foreclose this mortgage by reason of any default entitling the holder hereof to a foreclosure, an additional sum of \$2,000.00 for Attorney's fee shall be recovered and shall be included in any judgment or decree of foreclosure and as a part of the indebtedness secured by this mortgage.

SEVENTH. The said first parties hereby waive notice of the election to declare the whole debt due in accordance with the terms of this mortgage and waive the benefit of appraisement of the premises in any judicial sale thereof at the election of the holder of this mortgage.

EIGHTH. Said mortgagor agree to pay any tax that may be assessed against this mortgage under the laws of the State of Oklahoma.

Dated this 27th day of February, 1924.

Peroos T. Thomas

George T. Thomas

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, Eugene E. Henning, a Notary Public in and for said County and State, on this 27th day of February, 1924, personally appeared Peroos T. Thomas and George T. Thomas, 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 January 23, 1926. (Seal) Eugene E. Hennig, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 28, 1924, at 4:15 o'clock P.M. and recorded in Book 483, Page 348.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

252263 C.M.J.

Tulsa 10-19-20

GUARDIAN'S DEED.

COMPARED

7.00
INTERNAL REVENUE

THIS INDENTURE, Made the 16th day of February, nineteen hundred and Twenty-four at Checotah, McIntosh County, State of Oklahoma, by and between Frank McClain, the duly appointed qualified and acting Guardian of John McClain, a minor, party of the first part, and R. J. Koch the party of the second part,

WITNESSETH, That, Whereas, on the 16th day of December, 1923, the County Court within and for the County of McIntosh, State of Oklahoma, made an Order of Sale, authorizing the said party of the first part to sell certain real estate of the said John McClain, a minor, situated in the County of Tulsa, State of Oklahoma, described in said order of sale.

And Whereas, under and by virtue of said Order of Sale, and pursuant to legal notices given thereof the said party of the first part, on the 11th day of February, A.D. nineteen hundred and Twenty-four sold the hereinafter described real estate specified and described in said Order of Sale, subject to confirmation by said court, for the sum of Seven Hundred Forty (\$740.00) Dollars, to R. J. Koch, he being the highest and best bidder, and that being the highest and best sum bid.

And Whereas, the said County Court, upon the due and legal return of the Guardian's proceedings under the said Order of Sale, made by the said party of the first part on the 15th day of January, A.D. 1924, did reopen said bid on the 29th day of January, 1924, the day set for confirmation, and a number of other bids received, among, them being a higher bid by R. J. Koch, who raised the former bid for \$1040.00, thereupon the Court declared premises