

may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage will pay a reasonable attorney's fee of Twenty five Dollars which this mortgage also secures.

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 3rd day of August 1922.

A. H. Gibson

Clara D. Gibson

STATE OF OKLAHOMA, )  
County of Tulsa. ) ss.

Before me, a Notary Public, in and for said County and State, on this 3rd day of August, 1923, personally appeared A. H. Gibson and Clara D. Gibson, 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 last above written.  
My commission expires February 23, 1924. (Seal) Frank F. Cochran, Notary Public.  
Filed for record in Tulsa, Tulsa County, Oklahoma, Dec. 27, 1923, at 2:45 o'clock P.M. and recorded in Book 463, Page 34.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk

247828 C.M.J.

A F F I D A V I T .

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

ANNIE HUNTER McDOWALL and JAMES McDOWALL, both of lawful age, being first duly sworn, on oath state:

That they are the same identical persons who were grantors in a certain mortgage to Mrs. Eunice Stephenson, dated the 8th day of March, 1923, in the sum of Eight Hundred Thirty-Six and 66/100 Dollars (\$836.66), covering the following described real estate, situate in Tulsa County, State of Oklahoma, to-wit:

Lots Fifteen (15) and Sixteen (16) in Block Sixteen (16) in Orcutt Addition to the city of Tulsa, according to the recorded plat thereof, which said mortgage was on the 10th day of March, 1923, filed for record in the office of the County Clerk in and for Tulsa County, State of Oklahoma, and recorded in Book 439, at Page 40.

That said described mortgage, in so far as the same purported to describe or cover said described Lot Fifteen (15) was a clerical error and mistake, and that said described Lot Fifteen (15) was not intended to be included or described in said mortgage; that these affiants or either of them did not at the time of the execution of said mortgage, and have not at any time subsequent thereto, any right, title, interest or claim whatsoever in or to said described Lot Fifteen (15) and the inclusion of said Lot Fifteen (15) in said mortgage was due to a clerical error and mistake; that these affiants hereby disclaim any right, title or interest whatsoever in or to said Lot Fifteen (15)

Annie Hunter McDowall

James McDowall

Subscribed and sworn to before me this 29th day of December, 1923.