as his or that interest may proper. SECOND. That the first parties will pay all taxes and assessments, whether general or special, lawfully levied or assessed on shid premises before the same become delinquent. THIRD. That the said first parties will keep and maintain all improvements on the 339

premises in good condition commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

FOURTH. Upon any breach of the first second or third special covenants of this mortgage hereinbefore enumerated as well as for the failure to pay any part of theindebtedne as hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, with notice and shall be entitled to a foreclosure of this mortgage for the safisfaction thereof.

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw, interest at the rate of ten per cent per a num provided that such payments by the mortgages shall not operate as a waiver tf the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. Upon any default entitleing the holder hereof to a foreclosure and if the indebtness 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 frees 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 appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this fifteenth day of may, 1924

R. C. Perry Nellie ^Perry

State of Oklahoma) |) SS. Tulsa County,)

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Before me, the undersigned, a "otary Public in and for said ⁰ounty and State, on this rifteenth day of ¹ay, 1924, personally appeared R.⁰. Perry and Nellie Perry, his wife to me Innown to be the identical person 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 shove set forth. My commission expires ^July 9th 1927 (Seal) George F. Bonnette, ^N"tary Public. Filed for record in Tulsa, Tulsa ^County, Oklahoma on May 16, 1924 at 4.40 oclock F. M. in Book 485 page 338

Brady Brown, Deputy (Seal) 0. G. Weaver, County Clerk

258425 M H TOMPARED QUIT CLAIM DEED

THIS INDENTURE, Made this 16th day of ^May A. D. 1924, between A_rthur R. Perryman and/his wife Daisy G. Perryman of the first part, and Walter L. Perryman of the second part.

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WITNESSETH, That said parties of the first part, in consideration of the sum of One Pollar and other valueble consideration Pollars to them duly paid, the receipt of which is hereby acknowledged they have quit claimed, granted bargained, sold and conveyed, and by these presents do for themself their heirs, erecutors and admintrators, quit claim, grant, bargain, sell and convey unto the said party of the second part and to his heirs and assigns, forever, all their