assigns, may pay the same, and add the amount thereof, with interest thereon at the rate of ten per cent per annum to said mortgage money, and recover the same as part thereof. In case suit is commenced to foreclose this mortgage, the parties of the first part hereby agree to pay the legal holder of the note or bond hereby secured, an amount equal to ten per cent thereof, additional, as attorney's fee; said sum to become due and payable at once upon the filing of petition in foreclosure, and to be secured by this mortgage and to be included in any judgment rendered and to be collected and enforced the same as the balance of the debt hereby secured. And in case the Note or Bond or coupons secured by this mortgage shall not be paid when due, they shall draw interest at the rate of ten per centum per annum, payable annually, from maturity until paid. All benefit of stay, valuation, homestead and appraisement laws are hereby expressly waived.

IN TESTIMONY WHEREOF, The said parties of the first part have hereto set their hands In the presence of J. O. Grimes S. M. Byers Everett M. Byers Elizabeth B. Grimes

ACKNOWLEDGMENT.

STATE OF OKLAHOMA, Tulsa County.

Before me, the undersigned, a notary public, in and for said county and state, on this 3rd day of July 1924, personally appeared J. O. Grimes, and Elizabeth B. Grimes, 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 above set forth.

Everett M. Byers.

My commission expires Feb; 21st, 1927.

Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, July 23, 1924, at 1:20 o'clock P.M. and recorded in Book 490, Page 222.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

263614 C.H.J.

SECOND MORTGAGE.

TEST SUCTORS ENDORSEMBNY 24 in July 100 4

THIS INDENTURE, Made this 3rd day of June A.D.

1. Carlingher I are ved 5000 and issued THIS INDENTURE, Made this 3rd day of June A.D.

1924 by and between J. O. Grimes, and Elizabeth B. Grimes, his wife of the County of Tulsa, and State of Oklahoma, party of the first part, and FINERTY

C. Charles

INVESTMENT COMPANY, a corporation, organized under the laws of Oklahoma, of Oklahoma City, State of Oklahoma, party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of One Hundred and rive Dollars the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby GRANT, BARGAIN, SELL AND MORTGAGE to said party of the second part, its successors and assigns, forever, the following described tract or parcel of land with the tenemtns, appurtenances, and hereditaments thereunto belonging situated in Tulsa County, State of Oklahoma to-wit:

The South West Quarter (SW1) of North East Quarter (NE1) in Section Seven (7), Township Twenty (20) North, Range Thirteen (13) East of the Indian Meridian. Less a strip of land Sixteen and one half $(16\frac{1}{2})$ feet wide off the south side of the above described land for the purpose of an easement road right of way. of the Indian Meridian, containing 80 acres, more or less, according to government survey,

490

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