

the balance of such proceeds, if any, shall be paid to the said parties of the first part or our legal representatives; and in case of the foreclosure of this trust by suit, it is agreed that an attorney's fee of ten per cent, upon the amount found due shall be included in the judgment and decree of foreclosure.

And the said party of the second part covenants faithfully to perform the trust herein created. Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead and exemption and stay laws in Oklahoma.

And the said party of the second part hereby lets said premises to said parties of the first part; until a sale be had under the foregoing provisions therefor, upon the following terms as conditions thereof to-wit:

The said parties of the first part, and every and all persons claiming or possessing such premises and any part thereof, by, through or under them shall or will pay rent therefor during said term, at the rate of one cent per month, payable monthly, upon demand, and shall and will surrender peaceable possession of said premises, and any and every part thereof, sold under said provisions, to said party of the second part, his successors, assignees, or purchaser thereof under such sale, within ten days after making such sale, and without notice or demand therefor.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

Executed in the presence of

C. E. Warner (SEAL)

May Warner (Seal)

State of Oklahoma }
County of Tulsa, } ss

Before me, a Notary Public, in and for the above named County and State, on this 8th day of August, 1924, personally appeared C. E. Warner and May Warner, 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 signature and official seal, the day and year last above written.

M. Branson, Notary Public.

My Commission expires Feb. 11, 1928. (SEAL)

Filed for record in Tulsa County, Oklahoma on August 9, 1924 at 10:30 o'clock A. M. recorded in Book 491 Page 338.

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk.

#264849 LLJ

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: That A. B. Stuart and E. C. Stuart, senior, husband and wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to SOUTHWESTERN MORTGAGE COMPANY, Roff, Oklahoma, party of the second part, the following described real estate and premises situated in Tulsa, County, State of Oklahoma, to-wit: Lot eighteen (18) Middleton addition to the City of Tulsa, with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Six Hundred Dollars, with interest thereon at the rate of ten per cent, per annum payable monthly from Maturity according to the terms of one certain promissory note described as follows, to-wit: