

tory lien claims, and interest thereon, as herein before provided for; and next, all of said note then due and unpaid; and next, the principal of such of said notes as are not then due when payment thereof shall be demanded with interest up to the time of such payment, and, if not enough therefor, then apply what remains; and the balance of such proceeds, if any, shall be paid to the said parties of the first part or their 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 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.

F. E. Morgan

Ella M. Morgan

STATE OF OKLAHOMA, }  
COUNTY OF TULSA } ss.

Before me, a Notary Public, in and for the above named County and State, on this 21st day of July, 1924, personally appeared F. E. Morgan and Ella M. Morgan, 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.

My commission expires Feb. 11, 1928

(SEAL)

M. Branson, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 21, 1924 at 1:00 o'clock P. M. in Book 492, page 298

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

263412 C.J.

MORTGAGE

TESTIMONY OF ENDORSEMENT

I, \_\_\_\_\_, Notary Public, do hereby certify that I received \$1,200.00 and issued a mortgage for the same in payment of mortgage

dated July 21, 1924, in the County of Tulsa, State of Oklahoma, and the same is hereby acknowledged by the parties thereto.

Deputy

KNOW ALL MEN BY THESE PRESENTS:

That O. V. Ables and Florence Ables, Husband and wife of Tulsa County, in the State of Oklahoma, part--- of the first part, have mortgaged, and hereby mortgage to THE HOME BUILDING & LOAN ASSOCIATION, Sand Springs, Oklahoma, a corporation duly organized and doing business under the statutes of the State of Oklahoma, party of the second part, the following described real estate and premises, situate in Tulsa County, State of Oklahoma, to wit: