said second party may pay the same , together with the panelties and interest thereon, and all sums so paid and the expense of continuation of abstract and all expenses and attorneys' fees incurred by second party, or its assigns, by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable ennually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes or assessments upon said property, judgments, mechanics' liene or other statutory lien or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage as herein provided.

 $335 \times$

CALABRAL C. 10

And in case of foreclosure hereof said first parties hereby agree to pay the sum of Seventy-five Dollars, attorneys' fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisement of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 18th day of June 1924.

SS.

STATE OF OKLAHOMA, County of Tulsa

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Before me, the undersigned, a Notary Public in and for said County and State, on this 18 day of June 1924. personally appeared Minnie M. Courtney and Roy T. Courtney, her husband, 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.

My commission expires Mar. 28, 1927 (SEAL) Lilian M. Edwards, Not ary Public Filed for record in Yulsa County, Tulsa Oklahoma, July 23, 1924 at 4:30 o'clock P. M. in Book 492, page 334

(SEAL)

263658 C.J.

By Brady Brown, Deputy

OKLAHOMA FIRST MORTGAGE

Minnie M. Courtney Roy T. Courtney

0. G. Weaver, County Clerk

THEASURER'S ENDORSEMENT KNOW ALL MEN BY THESE PRESENTS: I has be partition of the form payment of montgage of the first part, the second part of the following described real and the second part, the following described real estate and premises, situated in Tulsa County State of Oklahoma, to-wit: Lots Nine (9) and Ten (10), Block Nine (9) in Burgess Hill Addition to the City of Tulsa, with all the improvements thereon and appurtenances thereunto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of EIGHT THOUSAND Dollars, due and payable on the 23d day of Juny, 1927, with interest thereon at the rate of 8 per cent. per annum, payable semi annually from date, according to the terms and at the time and in the manner provided by One certain promissory note of even date herewith, given and signed by the makers hereof and payable to the order of the mortgages herein, and being for the

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