

holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisement of said premises is hereby expressly waived or not at the option of the holder of this mortgage.

In construing this mortgage the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Dated this ---day of ---19---

G. W. Banther.  
L. M. Banther.

STATE OF OKLAHOMA, }  
COUNTY OF TULSA. } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 26<sup>th</sup> day of August 1924, personally appeared G. W. Banther, and L. M. Banther, 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 last above written.

(SEAL)

F. A. Singler,  
Notary Public.

My commission expires Oct. 15, 1925.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 26, 1924 at 8:30 A. M. o'clock in Book 496, page 13.

(SEAL) O. G. Weaver,  
County Clerk.

By Brady Brown, Deputy.

266180

REAL ESTATE MORTGAGE.

16342 .02  
29 August  
9 AM

KNOW ALL MEN BY THESE PRESENTS: That R. G. Huggins and Grace Huggins (his wife) of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to The West Tulsa State Bank party of the second part, the following described premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lot Eight (8) Block One (1) Clintondale Addition to the City of Tulsa, Tulsa County, Oklahoma. as per the recorded plat thereof. with all improvements thereon and appurtenances thereunto belonging, and warrant the title the the same.

This mortgage is given to secure the payment of the principal sum of \$130.00 One Hundred thirty Dollars, with interest thereon at the rate of 10 per cent per annum, payable from Mat'y, 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 mortgagee herein at West Tulsa, Okla. six months from date of 8-25-24.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a first lien upon said premises; that the party of the first part will pay said principal and interest at times when the same fall due and at the place and in the manner provided in said notes and will pay all taxes and assessments against said land when the same are due each year and will not commit or permit any waste upon said