

moneys paid for insurance or taxes, and judgments upon statutory 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 representative; 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 hereof 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.

SEAL OF OKLAHOMA,  
COUNTY OF TULSA. ) SS.

L. Stovall.  
Mamie Stovall.  
Thos. C. Sheppard.  
Label E. Sheppard.

Before me, a Notary Public, in and for the above named County and State, on this 17th day of September, 1924, personally appeared L. Stovall and Mamie Stovall, his wife, Thos. C. Sheppard and Label E. Sheppard, 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. (Seal) M. Branson, Notary Public.  
My commission expires Feby 11, 1928.

Filed for record in Tulsa County, Tulsa, Oklahoma on Sept. 18, 1924 at 4:20 P. M. o'clock recorded in book 496, page 275. (SEAL) O. G. Weaver, County Clerk.  
By Brady Brown, Deputy.

267804-CW.

#### MORTGAGE OF REAL ESTATE.

We, Fannie B. Lynch and William Lynch, her husband of Tulsa, Co. Okla., hereinafter called mortgagor, to secure the payment of One thousand \$1000. Dollars paid to mortgagor by mortgagee, do hereby mortgage unto T. D. Evans Mortgagee, the following described real estate, with all appurtenances, situate in Tulsa County, Oklahoma, to-wit The Northeast quarter of the southwest quarter (SW<sup>1</sup>/<sub>4</sub>) of Sec. 34 Twp 20 N. Range 13 E, as further security mortgagor hereby assigns & conveys to mortgagee an undivided 1/4 of all incomes and royalties provided for in mining lease dated Jan 23, 1920 from Mortgagors to John H. Leavell, duly of record against said land Book 288 P. 254 Records of Tulsa Co, Okla. This shall not apply to any ordinary rentals for not mining coal.