

Sixth, Upon an default entitleing the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

Seventh. 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.

Dated this 1st day of October, 1924.

STATE OF OKLAHOMA, )  
TULSA COUNTY. ) SS.

Wm. O'Driscoll,  
Freda O'Driscoll.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of October, 1924, personally appeared Wm. O'Driscoll and Freda O'Driscoll, 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 hand and official seal, the day and year above  
Mabel Hall, Notary Public.

set forth. (Seal)  
My commission expires July 8, 1928.

Filed for record in Tulsa County, Tulsa, Oklahoma, on Oct. 2, 1924 at 4:00 P M o'clock  
recorded in book 496, page 398.  
By Brady Brown, Deputy.

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

268673-CW.

# M O R T G A G E

TREASURER'S ENDORSEMENT  
I hereby certify and received \$7.00 and issued  
Receipt No. 11783  
Tax on this instrument \$2.00  
Date Paid 2 Oct 4  
J. M. Deputy

THIS INDENTURE, Made this Second day of October, 1924 between Ivyl W. Welton and D. W. Welton, her husband of Tulsa County, State of Oklahoma, parties of the first part, mortgagors, and THE PIONEER MORTGAGE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part, mortgagee;

WITNESSETH: That said parties of the first part, for and in consideration of the sum of Seven Thousand (\$7,000.00) DOLLARS to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey and mortgage unto the said party of the second part its successors and assigns forever, all the following described real estate, situated in Tulsa County, State of Oklahoma, to-wit: Lot Twenty-Seven (27) in Block Three (3) of Terwilliger Heights Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, together with all rents and profits therefrom and with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that they have a good right and authority to convey and encumber the same; and that they will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

This conveyance is intended as a mortgage, and is given as security for the performance of the covenants herein, and the payment to said THE PIONEER MORTGAGE COMPANY,