

after the rents and buildings in connection with said property, and to pay said agent a reasonable compensation for his services. And the said M. Hughes trustee shall have power to enter upon and take possession of the above property for the purpose of executing the trust herein established. The said W. H. Dunlap and Claudia Dunlap, his wife, and B. H. Ball and Mary D. Ball, his wife, hereby waives all homestead rights to the above property under the laws of the State of Oklahoma.

WITNESS our hands this 4th day of October, 1924.

STATE OF ARKANSAS,)
COUNTY OF BENTON.) ss.

W. H. Dunlap. B. H. Ball.
Claudia Dunlap. Mary D. Ball.

Personally appeared Before me, the undersigned, Notary Public in and for Benton County, Arkansas, W. H. Dunlap and Claudia Dunlap, his wife and B. H. Ball and Mary D. Ball, his wife, to me known as the persons who signed and executed the above and foregoing instrument of writing, and acknowledged to me that they executed the same as their own free and voluntary act and deed, for the purposes and consideration as therein set forth. Executed this 4th day of October, 1924.

(Seal) My commission expires Jan 17, 1925.

W. L. Limeback, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 9, th, 1924 at 4:00 P. M. o'clock recorded in book 496, page 462.
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

269182-CW.

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That W. H. Dunlap and Claudia Dunlap, his wife, and B. H. Ball and Mary D. Ball, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Okla., party of the second part, the following described real estate and premises situated in Tulsa County, State of Oklahoma, to-wit: Lots Thirty-five (35) and Thirty-six (36) Block Five (5) Baird Addition to the City of Tulsa, with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of SIX HUNDRED DOLLARS, with interest thereon at the rate of ten per cent, per annum payable semi-annually from date according to the terms of four certain promissory notes described as follows, to-wit: Two notes of \$200.00 and two of 100.00, all dated October 4th, 1924 and all due in three years

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same as herein provided the mortgagor will pay to the said mortgagee Sixty Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as foresaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second party, its heirs or assigns said sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes and shall