

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 fifteen hundred and no/100 (\$1500.00) dollars, with interest thereon at the rate of 8 per cent per annum, payable maturity of each note, annually from date, according to the terms of 20 certain promissory notes described as follows, to-wit: One note ^{for \$75/00} dated October 1, 1924, due and payable on or before one month from date, and one note for \$75/00, due and payable each succeeding month thereafter until the \$1500.00 is paid in full. All notes to be dated as of October 1, 1924. and bearing interest at the rate of 8% per annum, payable at maturity of each note.

This mortgage is given subject, and as inferior, to a certain mortgage for \$4500.00 and interest, given by said parties to Title Guarantee & Trust Company, and dated October 1, 1924.

Provided, always and this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal or interest of this or the first mortgage above referred to or the taxes, insurance premiums, or in case of the breach of any covenant herein, or in the first mortgage above referred to, contained, the whole of said principal sum with interest shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of ten dollars and ten per cent dollars, which this mortgage also secures.

Parties of the first part for said consideration, do hereby expressly waive appraisement of said real estate, and all benefit of the homestead, exemption and stay laws of Oklahoma.

Dated this 1st day of October, 1924.

Wm. O'Driscoll,
Freda O'Driscoll

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd 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.

In witness whereof, I have hereunto set my official signature and affixed my notarial seal the day and year last above written.

(SEAL) Mabel Hall, Notary Public.

My commission expires July 8, 1928.

Filed for record in Tulsa County, Okla. on Oct. 11, 1924, at 9:00 A.M. recorded in book 497, page 99, Brady Brown, Deputy,

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

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