

payment of said principal debt, to evidence said principal or interest upon the same during the said time of extension.

6. Said parties of the first part, hereby agree in event action is brought to foreclose this mortgage they will pay an attorney's fee of Ten Dollars (\$10.00) and 10 per cent of the amount due thereon, and said attorney's fee shall become due and payable when this note is placed in the hands of an attorney for collection, and the sum so due shall become a part of the judgment and shall be secured by the lien of this mortgage and by any judgment or decree rendered thereon.

7. Said parties of the first part for the consideration above mentioned hereby expressly waive the homestead exemptions of the State of Oklahoma.

8. It is expressly agreed and understood that the party of the second part shall have the right to pay and discharge at his option any and all liens or incumbrances upon said property prior or superior to this mortgage debt, and upon paying and discharging such lien or incumbrance the party of the second part shall be entitled to recover the same with interest at 10% per cent upon the amount so paid, from the parties of the first part and said sum shall be and become a part of the mortgage debt secured by these notes and may be recovered in the foreclosure thereof at the option of the party of the second part.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their names on the day and year first above written.

Signed by me and at her request the 12 day

of Feb. 1925.

Executed and delivered in presence of:

Minnie Poplinger.

Elva C. Barrows

STATE OF OKLAHOMA,)

COUNTY OF TULSA.)

SS.

her
Annie X. Martin.
mark.

Nathan Martin.

Minnie Poplinger.

Morris Poplinger.

Before me, C. R. Thurlwell, a Notary Public in and for said County and State, on on this 12 day of February 1925, personally appeared Annie Martin and Nathan Martin, wife and husband and Minnie Poplinger and Morris Poplinger, wife and husband 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 on the date last above written.

C. R. Thurlwell, Notary Public.

My commission expires Jan'y 15, 1928. (Seal)

Filed for record in -Tulsa-County,-Tulsa-, Oklahoma-on

STATE OF OKLAHOMA,)

TULSA COUNTY.)

SS.

Before me, the undersigned, a Notary Public in and for said County and State on this 12th day of February 1925 personally appeared Annie Martin to me known to be the identical person who executed the within and foregoing instrument by her mark in my presence and in the presence of Annie Martin and Elva C. Barrows, witnesses and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

C. R. Thurlwell, Notary Public.

My commission expires Jan'y 15, 1928.

Filed for record in Tulsa County, Tulsa, Oklahoma on Feby. 12th, 1925 at 2:45 P. M. o'clock

recorded in Book 499, page 588.

By Brady Brown, Deputy.

(Seal)

G. G. Weaver, County Clerk.