

of the foregoing covenants or agreements, the whole sum of money herein secured shall thereupon become due and payable at the option of the second party without notice and this mortgage may be foreclosed.

Sixth:-To waive, and they do hereby waive all benefits of stay, valuation or appraisement laws of the State of Oklahoma.

Seventh:- The party of the first part hereby agrees to pay to the party of the second part all costs and expenses including attorney's fees to which it may be put in protecting the title herein warranted, or in any suit involving the mortgage security, and also all expenses which the second party may incur should it be necessary for it to appear in any of the Land Departments or Offices of the General Government in connection with the title herein all such costs, expenses and attorney's fees to be secured hereby with interest at ten per cent per annum.

Eighth:-In case of foreclosure proceedings the party of the first part hereby agrees to pay to the party of the second part the sum of \$50.00 as attorney's fees for such suit payable upon filing of the petition, the same to be secured hereby with interest at ten per cent per annum.

The foregoing covenants and conditions being kept and performed, this conveyance to be void, and this mortgage to be released at the expense of said parties of the first part, and release to be recorded at cost of said parties of the first part; otherwise to continue in force and effect.

IN TESTIMONY WHEREOF, the said parties of the first part, have hereunto set their hands.

Lewis H. Rogers

Julia B. Rogers

STATE OF OKLAHOMA, )  
: SS.  
ROGERS COUNTY. )

Before me, a Notary Public, in and for said County and State, on this 21st, day of January 1909, personally appeared Lewis H. Rogers and Julia B. Rogers, 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.

George L. Hicks, Notary Public.

(SEAL) My commission expires June 5th, 1911.

Filed for record at Tulsa, Okla., Jan. 22, 1909, at 8 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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COMPARED

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That Lewis H. Rogers and Julia B. Rogers, his wife, of Tulsa County, State of Oklahoma, first parties, for and in consideration of the sum of Fifty and no/100 (\$50.00) Dollars, the receipt of which is hereby acknowledged, do hereby mortgage and convey to Humphrey & Humphrey (a firm composed of L. U. Humphrey and L. I. Humphrey) of Independence, Kansas, second party, the following described real estate and premises, situated in Tulsa County, State of Oklahoma/ to wit:

The South East Quarter (1/4) of the South East Quarter (1/4) of Section Seventeen (17)