

And the said first parties hereby promise and agree to and with the said second party, successors, administrators, executors and assigns, to pay said principal, interest, taxes, and other assessments when and as the same shall become due, to maintain the insurance on the buildings as above provided, and to comply faithfully with all the terms and conditions of this mortgage, and that, in case any of said taxes or other assessments shall become delinquent, or in case said first parties shall fail to maintain the insurance on said buildings as above provided the said second party may pay said taxes, and assessments and may effect such insurance and add the amounts so paid, with interest thereon, to the indebtedness hereby secured and recover the same as a part thereof; and that, in case of foreclosure of this mortgage, a reasonable sum, to be fixed by the Court, shall be recovered by said second party from said first parties as an attorney's fee, and shall be included in the decree foreclosing this mortgage.

Said first parties hereby waive the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, the said first parties have hereunto set their hands this 13th day of April 1910.

Georgianna Dot Briggs

J. Z. Briggs.

#### ACKNOWLEDGMENT.

STATE OF OKLAHOMA, )  
COUNTY OF TULSA. ) SS.

Before me, the undersigned, a Notary Public within and for said County and State, on this 13th day of April 1910, personally appeared Georgiana Dot Briggs and J. Z. Briggs, her 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last written.

(Seal)

C. W. Singleton, Notary Public.

My commission expires the 12th day of December, 1911.

Filed for record at Tulsa, Okla. Apr. 14, 1910 at 11:20 o'clock A. M.

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

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COMPARED

#### REAL ESTATE MORTGAGE.

THIS INDENTURE, Made this 11th day of April, in the year of our Lord, One Thousand Nine Hundred and ten between Walter C. Barber, of the County of Tulsa, State of Oklahoma, party of the first part, and The Kiefer State Bank, party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One thousand & no/100 Dollars in hand paid by said party of the second part, receipt whereof is hereby acknowledged, has sold, and by these presents, does grant, sell, convey and confirm, unto the said party of the second part and to his heirs and assigns, forever, all of the following described