

notes contained to the contrary notwithstanding, provided this agreement shall not be construed to include any personal tax when imposed against the holder of said notes or mortgage by any State at the residence or domicile of such holders; and in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose the same, as herein provided, the first party will pay to said plaintiff --- as a reasonable attorney's fee therefor, and abstractor's fee for supplemental abstract for use in such foreclosure proceedings, in addition to all other legal costs and statutory fees, said fees to be due and payable upon the filing of petition for foreclosure and the same shall be a further charge and lien upon the said premises described in this mortgage, and be included in any judgment or decree rendered in any action as aforesaid and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured; and first party hereby waives appraisalment in case of foreclosure, this waiver to be effective, or not, at the option of second party.

IN WITNESS WHEREOF, The said parties of the first have hereunto set their hands and seals the day and year first above written.

Signed, and delivered in the presence of,

E. A. Warterfield.

M. C. Williams, M. F. Delk.

Clara Warterfield.

STATE OF OKLAHOMA)

)SS.

Tulsa County) Before me W. E. Laws a

Notary Public in and for said County and State

on this 18 day of August, 1922, personally

appeared E. A. Warterfield and Clara Warterfield,

husband and 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.

WITNESS my hand and official seal the day and year last above set forth.

(Seal)

W. E. Laws, Notary Public.

My Commission expires Feb'y 19, 1923.

Filed for record in Tulsa County, Tulsa, Oklahoma, Sept. 1, 1922, at 3:50 O'clock P.M.

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By F. E. Dickson, Deputy.

(Seal)

O. D. Lawson, County Clerk.

207841 LB COMPARED RELEASE OF MORTGAGE -Individual

IN CONSIDERATION OF the payment of the debt therein, I do hereby release Mortgage made by G. E. Bennett, to A. E. Barrus, and which is recorded in Book 323 of Mortgages, page 93 of the records of Tulsa County, State of Oklahoma, covering the

Lot Four (4), Block Ten (10) Irving Place Addition to the City of

Tulsa, Tulsa County, Oklahoma, as shown by the recorded plat thereof.

Witness my hand this 1st day of September A. D., 1922.

A. E. Barrus.

State of Oklahoma, Tulsa County, SS.

Before me, Thomas R. Clift, a Notary Public in and for said County and State, on this 1st day of September 1922, personally appeared A. E. Barrus to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.