

the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

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

Dated this 27th day of July 1922.

Cyrus S. Avery

Essie M. Avery

STATE OF OKLAHOMA)
Tulsa County) ss.

Before me, V. A. Kinnison a Notary Public in and for said County and State, on this 3rd day of Aug. 1922, personally appeared Cyrus S. Avery and Essie M. Avery his wife, to me known to be the identical person 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 above set forth.

My commission expires Feb. 28, 1923 (SEAL) V. A. Kinnison, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 2, 1922 at 4:00 o'clock P.M.
in Book 412, page 323

By F. Delman, Deputy (SEAL) O. D. Lawson, County Clerk

205691 C. J. COMPARED QUIT CLAIM DEED

THIS INDENTURE. Made this 31st day of July A. D. 1922, between LENA E. SMITH, party of the first part, and EDWARD L. SWAIN, party of the second part.

WITNESSETH, That said party of the first part in consideration of the sum of One and 00/100 (\$1.00) and other valuable considerations, DOLLARS, to her duly paid, the receipt whereof is hereby acknowledged, has remised, released, and quit-claimed, and by these presents does for herself, her heirs, executors and administrators, remise, release, and forever quit-claim unto the said party of the second part, and to his heirs and assigns, forever, all her right, title, interest, estate, claim and demand, both at law and in equity, of, in and to all the following described real property and premises, situate in Tulsa County, State of Oklahoma, to-wit:

Lot Sixteen (16), Block Four (4), Kirkpatrick Heights Addition to the City of Tulsa, Tulsa County, State of Oklahoma, according to the recorded plat thereof.

(The purpose of this instrument is to release from the record all