

of any prior mortgage on said premises when due, or insurance premiums, taxes or assessments upon said property, said second party may pay the same, together with the penalties and interest thereon, and all sums so paid and the expense of continuation of abstract and all expenses and attorneys' fees incurred by second party, or its assigns, by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes or assessments upon said property, judgments, mechanics' liens or other statutory lien or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of Ninety Dollars attorneys' fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 5th day of October 1922.

STATE OF OKLAHOMA, )  
County of Tulsa ) ss.

Andrew J. Jenkins  
Vena Jenkins

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 18 and issued  
Receipt No. 2376 therefor in payment of mortgage

on the within mortgage.  
Dated this 7 day of Oct 1922

WAYNE L. DICKEY, County Treasurer  
Deputy

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of October, 1922, personally appeared Andrew J. Jenkins and Vena Jenkins, 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.

Witness my hand and official seal.  
(Seal)

G. C. McGilvray, Notary Public.

My commission expires Jan. 12, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 9, 1922, at 3:15 o'clock P.M.  
and recorded in Book 426, Page 103.

By F. Delman, Deputy. (Seal)

O. D. Lawson, County Clerk.

210906 C.M.J.

COMPARED

RELEASE OF OIL AND GAS LEASE.

KNOW ALL MEN BY THESE PRESENTS: That Arthur Kruger and J. F. Maiers, of Tulsa, Oklahoma, do hereby release, relinquish and surrender to Daniel W. Burgess, his heirs or assigns, all right, title and interest in and to a certain oil and gas mining lease made and entered into by and between A. Roth, Guardian of the estate of Daniel W. Burgess, a minor, as lessor and Arthur Kruger and J. F. Maiers, as lessees dated the 27th day of October 1913, covering the following described land, to-wit:

The South half of the Northeast Quarter, less the right of way of the Frisco Railway, in Section Thirty-two (32), township twenty (20) north, range thirteen (13) east, and the East half of Lot No. 3 in Section Five (5), Township Nineteen (19) North, Range Thirteen (13) East;