

In event of failure of said first party to keep said premises free from judgments, mechanics' liens or other statutory liens or pay the interest on or principal 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 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 Seventy-five Dollars, attorney's 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 November 1922.

Alice S. Viger

F. G. Viger

STATE OF OKLAHOMA,)
County of Tulsa) ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 4th day of November 1922, personally appeared Alice S. Viger and F. G. Viger, 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.

WITNESS my hand and official seal.

My commission expires Jan. 12, 1926 (SEAL) C. C. McGilvray, Notary public
Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 6, 1922 at 3:50 o'clock P.M.
in Book 427, page 281

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

213179 C. J. COMPARED

KNOW ALL MEN BY THESE PRESENTS, that James P. Tally of Cooper County, Missouri in consideration of payment of the debt thereby secured, do hereby release a mortgage made by Artimecia Wyatt and U. V. Wyatt to James P. Tally on the 28th day of May 1917 which is recorded in Book 219 of Mortgages on Page 589 of the records of Tulsa County, State of Oklahoma, and covering The Westerly Twenty-five (25) feet of lot nine (9) in block seventy-three (73) in the City of Tulsa, Oklahoma, and which-----

WITNESS my hand this 7th day of October 1922.

James P. Tally