

(10) percent per annum.

Fifth. Should default be made in the payment of said monthly sums, or of any of said fines, or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage and in said note and said by-laws and should the same, or any part thereof, remain unpaid for the period of six (6) months, then the aforesaid principal sum of \$6500.00 dollars with all arrearages thereon, and all penalties, taxes and insurance premiums, shall, at the option of said mortgagee or of its successors or assigns, become payable immediately, anything hereinbefore contained to the contrary notwithstanding. In the event of legal proceedings to foreclose this mortgage the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten (10) per cent per annum in lieu of the further payments of monthly installments.

Sixth. The said mortgagors shall pay to the said mortgagee or to its successors or assigns, a reasonable attorney's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants or as often as the said mortgagors or mortgagee may be made defendant in any suit affecting the title to said property, which sum shall be an additional lien on said premises.

Seventh. As further security for the indebtedness above recited the mortgagors hereby assigns the rentals of the above property mortgages to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a receiver by the court.

In witness whereof, the said mortgagors have hereunto set their hands and seals the 10 day of November, A.D. 1922.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 650.00 and have
Received No. 2187 therefor in payment of mortgage

W. M. Hurt, as the within mortgage
Lula B. Hurt. Dated this 12 day of Nov 1922

WAYNE L. DICKEY, County Treasurer

State of Oklahoma)
Tulsa County) SS

Before me, E. D. Kennedy, a notary Public, in and for said County and state on this 13 day of November, 1922, personally appeared W. M. Hurt and Lula B. Hurt, 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.

In witness whereof I have hereunto set my hand and notarial seal the date above mentioned.

My commission expires on the 10th day of August, 1925. (SEAL) F.D. Kennedy, Notary Public.
Filed for record in Tulsa County, Okla. on Nov. 14, 1922, at 4:00 P.M. and duly recorded in book 431, page 168, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

218727 - BH

COMPARED

PARTIAL RELEASE OF MORTGAGE.

Whereas, on the 30th day of December, 1919, Elsie Britton and W. L. Britton, wife and husband, made to the Exchange National Bank of Tulsa, Oklahoma, a corporation, a certain real estate mortgage covering

Lot one (1) less three and five one-hundredths (3.05) acres occupied as right of way by Midland Valley Railway Company, and lots two (2) and three (3) all in section one (1) township twenty (20) north, range twelve (12) east; also the southeast quarter of southeast quarter of southwest quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$) of section thirty six (36) township twenty one (21) north, range twelve (12) east all