

rendering by any court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided to pay any tax or taxes herein agreed to be paid by said first party is illegal or inoperative, the whole sum of money herein secured may at the option of the holder of the notes and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole sum of said money, interest and costs, anything in this mortgage or said 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 \$252.00 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 part have hereto set their hands and seals the day and year first above written.

Signed, and delivered in the presence of

M. V. Lilly,
D. C. Morrison,

Fred R. Smith,
Lillie May Smith.

State of Oklahoma)
Tulsa County) SS

Before me D. C. Morrison, a Notary Public, in and for said County and State on this 18th day of January, 1923, personally appeared Fred N. Smith and Lillie May Smith, 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 the day and year last above.

My commission expires September 26th, 1925.

(SEAL) D. C. Morrison, Notary Public.

Filed for record in Tulsa County, Okla. on Jan. 22, 1923, at 4:10 P.M. and duly recorded in book 432, page 380, By Brady Brown, Deputy,

(SEAL) O. G. Weaver, County Clerk.

COMPARED

219796 - BH

RELEASE OF MORTGAGE.

In consideration of the payment of the debt named therein, The Local Building & Loan Association of Oklahoma City, Oklahoma, does hereby release the mortgage in the amount of \$2000.00, bearing date the 3rd of October, 1921, made and executed by C. Lipscomb and Georgia Lipscomb, husband and wife of the first part, to The Local Building & Loan Association, aforesaid, of the second part, and recorded in book 297 of mortgages, page 277, of the records of Tulsa County, State of Oklahoma, covering:-

Lot ten (10) in Block twelve (12) in Gillette Hall

Addition to Tulsa, Oklahoma, according to the recorded plat thereof

in Tulsa County, State of Oklahoma.

In witness whereof, The Local Building & Loan Association, aforesaid, has caused