

undertaking by the party of the first part as herein provided to pay any tax or taxes hereon 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 is 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 \$50.00 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 judgement 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 hereunto set their hands and seals the day and year first above written.

Signed, and delivered in the presence of

W. W. Bowman,
A.C. Wine Illegible.

R. L. Cummings,
Ada Cummings,

State of Oklahoma)
Tulsa County) SS

Before me, J. A. Lowman, a Notary Public, in and for said County and State on this 20 day of January, 1923, personally appeared R. L. Cummings, and Ada Cummings, 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 written.

My commission expires November 22, 1925. (SEAL) J. A. Lowman, Notary Public.

Filed for record in Tulsa County, Okla. on Jan. 23, 1923, at 4:20 P.M. and duly recorded in book 432, page 402, By Brady Brown, Deputy, (SEAL)

O.G. Weaver, County Clerk.

219945 - BH

COMPARED

RELEASE OF MORTGAGE.

In consideration of the payment of the debt therein named, I hereby release and satisfy mortgage executed by Mae Hamilton, a widow to B. L. Conway, dated October 7th, 1922, and which is recorded in book 427 of mortgages, page 1 of the records of Tulsa County, State of Oklahoma, same covering the following described property.

Lot 8 and the south twelve feet of lot 9 in Block
22, Berry addition to the City of Tulsa, according
to the recorded plat thereof.

Witness my hand this 23rd day of December, 1922.

In presence of:

B. L. Conway.

State of Oklahoma) County of Tulsa) Before me, E. A. Lilly, a Notary Public, in and for said County and State on this 23rd day of December, 1922, personally appeared