

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 \$50 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 appraisal 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 have hereunto set their hands and seals the day and year first above written.

Signed, and delivered in the presence of)

Jewell Guthrie

John Bacon

M. V. Lilly

Annie Bacon

STATE OF OKLAHOMA)
Tulsa County,) ss.

Before me Jewell Guthrie a Notary Public in and for said County and State on this 11th day of Jan. 1923, personally appeared John Bacon and Annie Bacon 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 set forth.

My Commission expires 6-19-1923

(SEAL) Jewell Guthrie, Notary Public

Filed for record in Tulsa Oklahoma, Tulsa Oklahoma, Jan. 15, 1923 at 4:10 o'clock P. M. in Book 454, page 233

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

219142 C.J.

COMPARED

PARTIAL

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That the Farm and Home Savings and Loan Association of Missouri, a corporation organized and doing business under the laws of Missouri, at the City of Nevada, in said State, for and in consideration of One Dollar, and for other valuable considerations, the receipt of which is hereby acknowledged, do hereby remise, release, convey, satisfy, discharge and quit claim unto Emma Gurley and Her husband O. W. Gurley of Tulsa, Okla. all the right, title interest, claim or demand whatsoever, it may have acquired in, through or by a certain mortgage bearing date of January 20th, 1920 and recorded in the office of Register of Deeds, Tulsa County, Oklahoma, in Book 299 at page 19 to the premises herein described, as follows: All of Lot number Forty Five (45) in Block number Three (3), in Gurley Hill Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof, and all improvements thereon, together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.