

due and payable, and it shall be lawful for the said party of the second part his heirs, administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisements hereby waived or not, at the option of the said party of the second part his heirs, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part their heirs and assigns.

And said mortgagors further expressly agree that in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose same, as hereafter provided, the mortgagors will pay to the said plaintiff in addition to the fee provided for in said notes, the sum of ONE HUNDRED and No/100 DOLLARS as a reasonable attorney's or solicitor's fee therefor, in addition to all other legal costs and statutory fees; said fee 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 the amount thereof shall be recovered in said foreclosure suit and 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.

In case of a failure of the parties of the first part to pay taxes, insurance and all assessments on said property, the party of the second part may pay the same, and the amount thereof shall be added to and deemed a part of the principal sum and bear the same rate of interest.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

F. F. Erix

Rosa M. Erix

STATE OF OKLAHOMA, COUNTY OF TULSA, SS.

Before me the undersigned, a Notary Public, in and for said County and State, on this day of January, 1923 personally appeared F. F. Erix and Rosa M. Erix, his wife, 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 seal the day and date last above named.

My Commission Expires Feb. 19, 1924

(SEAL) Edgar M. Lee, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 18, 1923 at 4:40 o'clock P.M. in Book 434, page 237

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

219167 C. J. COMPARED

RELEASE OF MORTGAGE--OKLAHOMA

KNOW ALL MEN BY THESE PRESENTS,

THAT, IN CONSIDERATION of the payment of the debt named therein, THE MIDLAND SAVINGS AND LOAN COMPANY, of Denver, Colorado, does hereby release the mortgage made by Sarah E. Morrison and W. W. Morrison, wife and husband to the said THE MIDLAND SAVINGS AND LOAN COMPANY which is dated the First (1st) day of February A. D. 1916, and recorded on the 19th day of February A. D. 1916 in book 156 of mortgages, page 363, of the Records of Tulsa County, in the State of Oklahoma, covering the following described tract or parcel of land lying and being in the County of Tulsa and State of Oklahoma, to-wit: Lot numbered Eleven (11) in Block numbered four (4) in the East Lynn Addition to the City of Tulsa, according to the recorded plat thereof including all rights under Assignment of Rents which is dated the First (1st) day of February A. D. 1916, and recorded on the nineteenth (19th) day of February, A. D.