443

and shall not be destroyed or removed without the consent of the said second party.

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises, or other sums necessary to protect the rights of said party, or assigne, and recover the same from the first parties with five per cent interest, and that every such payment is secured hereby.

It is further agreed that upon the breach of warranty herein, or upon failure to pay when due, any sum, interest or principal secured herein, or any tax or assessment herein mentioned, or to comply with any requirements herein, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per centum per annum; said party of the second part shall be entitled to foreclose this mortgage, according to law, and have the said premises sold and the proceeds applied to the payment of the sum secured hereby, and said parties of the first part hereby agree..., in the event action is brought to foreclose this mortgage, that they will pay an attorney's fee of ten per cent of the principal, above shown which this mortgage also secures.

Dated this 15th day of February A.D. 1924.

Malinda Nowell Ben P.Nowell

STATE OF OKLAHOMA,) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of February, 1924, personally appeared Malinda Nowell and Ben P. Nowell, otherwise known and the same person as Ben F. Nowell) as wife and husband, 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 prupses therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires Dec. 13, 1927. (SEAL) Stanley W.Brown, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, April 10, 1924, at 4;35 o'clock P.M. and recorded in book 443, page 516,

By Brady Brown, Deputy. (SEAL) O.G. Weaver, County Clerk.

#255481 NS

PARTIAL RELEASE OF MORTGAGE.

COMPANIE

KNOW ALL MEN BY THESE PRESENTS:

Whereas, on the 13th day of September, 1922, a certain mortgage was executed by Robt. E.Adams, and Sara E.Adams, his wife, and W.Frank Walker, and Olga V.Walker, his wife, mortgagors, to Bettie Weaver, Mortgagee, for the sum of \$32000.00 on the following described real estate to-wit;

Lots One (1), Two (2), Three (3) Four (4), Five (5), Six (6), Ten (10), Eleven (11)

Twelve (12), Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18), in Block One

(1), and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Nineteen

(19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Thirty-one (31)

Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35), Thirty-six (36)

Thirty-seven (37), and Thirty-eight (38), in Block Two (2) and Lot Two (2) in Block Five

(5) and Lot Two (2) in Block Four (4), all in Weaver Addition to the City of Tulsa,

Okthoma, according to the recorded plat thereof, and Lot Twenty-four (24) in Block Three

(3) and Lot Twenty-four (24) in Block Two (2) in Edgewood Place Addition to the City of

Tulsa, Oklahoma, according to the recorded plat thereof.

1272111*******