

the rate of ten per cent per annum, payable annually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes or assessments upon said property, judgments, mechanics' liens or other statutory lien or interest on or principal of any prior mortgage, on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

And in case of foreclosure hereof said first parties hereby agree to pay 10% of the amount due as attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisal of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 16th, day of March, 1923.

Anna Schwartz

Charles Schwartz.

STATE OF KANSAS )  
COUNTY OF RILEY ) SS

Before me, \_\_\_\_\_ a Notary Public, in and for said County and State, on this 22nd, day of March, 1923, personally appeared Anna Schwartz, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Joseph Pelischek, Notary Public.

My commission expires April 5th, 1924

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

Before me, Harry L. Jenkins, a Notary Public, in and for said County and State, on this 27th, day of March, 1923, personally appeared Charles Schwartz, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS MY hand and official seal.

Harry L. Jenkins, Notary Public.

My commission expires August 19th, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, March, 28th, 1923, at 4:50 P. M.

and recorded in Book 446, Page 330.

B:

(SEAL) C. C. Weaver, County Clerk.

286024-GB COMPARED

R E L E A S E O F M O R T G A G E

Know all men by these presents, that I Fred C. Holloway, in consideration of the value received, do hereby acknowledge full payment and complete satisfaction of a certain mortgage given by Henry M. Hadley, to Fred C. Holloway, for \$150.00, dated the 7th, day of February, 1922, and filed for record on the 8 day of February, 1922, and recorded in book 274, page 181, in the office of the County Clerk, of Tulsa County, State of Oklahoma. The property hereby discharged and released from said mortgage being described as follows to-wit:

All of Lot seven (7), Block Three (3), Parkview  
Place, according to the recorded plat and survey  
thereof,

Fred C. Holloway.