

against fire and tonado, each in the sum of - - - dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns and made payable to the mortgagee or assigns as his or their interest ay appear.

Second: That the first parties will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises before the same become delinquent.

Thitd. That the said first parties will keep and maintain all improvements on the premises in good condition, commit or suffer no waste thereon, and not allow said premises to become in a delapidated condition.

Fourth: Upon anybreach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

Fifth: In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by th mortgage shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

Sixth: Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings un any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgement or decree of foreclosure as a part of the indebtedness secured by this mortgage.

Seventh: Parties of the firstpart, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and staylaws in Oklahoma.

Dated this seventh day of June, 1924.

H.M. Acher,  
Ruth S. Acher,

State of Oklahoma }  
Tulsa County ) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this seventh day of June, 1924, personally appeared H. M. Acher, and Ruth S. Acher, 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 above set forth.

(SEAL) George P. Bonnette, Notary Public.

My commission expires July 9<sup>th</sup>, 1927.

Filed for record in Tulsa, Oklahoma, on June 16, 1924, at 4:30 P.M. recorded in book 449, page 540, Brady Brown, Deputy,

(SEAL) O. G. Weaver, County Clerk.

260795 - BH

RELEASE OF MORTGAGE.

Whereas on the 15th day of August, 1922, V. C. Billingslea and Lola B. Billingslea,