

the same becomes due and payable, or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors or assigns, or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first parties, elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said note, according to the terms and tenor thereof, and also all sums paid for insurance and taxes and legal assessments and interest thereon and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereon, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

COMPARED

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay to said second party, its successors and assigns, a sum equal to ten dollars and ten per cent additional of the total amount due on said mortgage and on said note, as attorney's fee, for such foreclosure in addition to other legal costs, and that such attorney's fee shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

In witness whereof, the parties of the first part have hereunto set their hands the day and year first above written.

W. L. Tierney
Elizabeth Tierney

State of Oklahoma)
Tulsa County) SS Before me, C. G. Scott, a Notary in and for said County and State on this 11th day of May, 1923, personally appeared W. L. Tierney, and Elizabeth Tierney, husband and 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.

(SEAL) C. G. Scott, Notary Public.

My commission expires Dec. 22, 1924.

Filed for record in Tulsa County, Okla. on May 14, 1923, at 2:20 P.M. and duly recorded in book 455, page 78, By Brady Brown, Deputy,

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

230453 - BH

RELEASE OF MORTGAGE.
(Individual)

COMPARED

In consideration of the payment of the debt therein, I do hereby release mortgage made by J. C. Evans and Lucile Evans to G. E. Warren & M. V. Warren, and which is recorded in book 274, of mortgages, page 235, of the records of Tulsa County, State of Oklahoma, covering the

Lot six (6) Block eight (8) Midway addition to
City of Tulsa, Tulsa County, Okla.

Witness my hand this 14 day of May, A.D. 1923,

In the presence of:

Chas. K. Warren

G. E. Warren,
M. V. Warren