

464 tained to the contrary notwithstanding, provided this agreement shall not be construed to include any personal tax when imposed against the holder of said notes or mortgage by any State at the residence or domicile of such holders; and in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose the same, as herein provided, the first party will pay to said plaintiff \$ 55.00 as a reasonable attorney's fee therefor, and abstractor's fee for supplemental abstract for use in such foreclosure proceedings, in addition to all other legal costs and statutory fees, said fees 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 be 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; and first party hereby waives appraisal in case of foreclosure, this waiver to be effective, or not, at the option of second party.

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

Signed, and delivered in the presence of)

S. R. Lowman

Frank E. Quigg

U. C. Wise

Nellie M. Quigg

STATE OF OKLAHOMA)
TULSA COUNTY) ss.

Before me J. A. Lowman a Notary Public in and for said County and State on this 6th day of August, 1923, personally appeared Frank E. Quigg and Nellie M. Quigg, 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 last above set forth.

My Commission expires November 22nd, 1925 (SEAL) J. A. Lowman, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Aug 9, 1923 at 2:30 o'clock P. M.
in Book 464, page 595

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

237747 C.J.

RELEASE OF MORTGAGE--INDIVIDUAL

COMPARED

IN CONSIDERATION OF the payment of the debt therein, I do hereby release Mortgage made by J. W. Rayborn & Gertie Rayborn, his wife, to V. D. Fowler and Mary A. Fowler, his wife and which is recorded in Book 307 of Mortgages, page 288 of the records of Tulsa County, State of Oklahoma, covering the All of Lot Number Nineteen (19) of Block Five (5), in Collage Addition to the City of Tulsa, according to the recorded plat thereof.

Witness my hand this 10th day of August, A. D. 1923

In the presence of:

E. W. Thompson
C. G. Hough

V. D. Fowler

Mary A. Fowler

State of Oklahoma Tulsa County, ss.

Before me N. C. Cross a Notary Public in and for said County and State on this 10th day of August 1923, personally appeared V. D. Fowler, & Mary A. Fowler, his wife to me known to be the identical person 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.