

THIRD. That the said first party 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 dilapidated condition.

FOURTH. Upon any breach 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 the mortgagee 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 in 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 judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

SEVENTH. Party of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 24th day of July 1923.

J. H. Erbeling

STATE OF OKLAHOMA)
) ss.
Tulsa County.)

Before me, George P. Bonnette a Notary Public in and for said County and State, on this 15th day of August 1923, personally appeared J. H. Erbeling, a single man and---- 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, the day and year above set forth.

My commission expires July 9th, 1927 (SEAL) George P. Bonnette, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 15, 1923 at 4:15 o'clock P. M.
in Book 468, page 35

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

238120 C.J. COMPARED

RELEASE OF MORTGAGE--CORPORATION

IN CONSIDERATION OF the payment of the debt therein named Peoples Homes Corporation a corporation, does hereby release Mortgage made by Hazel Bell and Aaron Bell, her husband to Peoples Homes Corporation and which is recorded in Book 417 Mortgages, page 161 of the Records of Tulsa County, State of Oklahoma, covering the

Lot Five (5) of Re-Subdivision of Lots 1-2-3-4 in Block Nine (9)
of Highlands Addition and Lots 1-2-3-4 in Block One (1) of Highlands

2nd Addition to Tulsa, Oklahoma, according to the recorded plat thereof