

to remain in full force and virtue in law. It is further agreed that if default shall be made in the payment of said sums of money; or any part thereof, as hereinbefore specified; or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the period of ninety days after the same are due and payable, then the whole indebtedness including the amount of all assessments, dues and fines on said stock, shall become due, and the said grantee, its successors or assigns, may proceed by foreclosure, or any other lawful mode, to make the amount of said note, together with all interest, premium, cost and the amount of all assessments, dues and fines on said stock, and all taxes, rates, insurance, liens, charges and assessments accrued on said real estate, and of the aforesaid real estate and the said stock; and the said grantee shall be entitled to the possession of said premises and of said property. And it is further agreed, that if foreclosure proceedings be instituted, an attorney's fee of ten per cent additional shall be allowed, the said fee in any case be at least twenty five dollars and taxed as costs in said case. But the Board of Directors of said Association may at their option, pay or cause to be paid, the said taxes, charges, insurance, rates, liens, and assessments so due and payable, and charge them against said grantors or assigns, and the amount so paid shall be a lien on said mortgaged premises, and shall bear interest at the same rate specified herein, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner, the said note and the whole of said sum shall immediately become due and payable.

Witness our hands this 19th day of Dec. A.D. 1923.

Claire Staples,
Eva Staples.

INDIVIDUAL ACKNOWLEDGEMENT.

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of Dec. 1923, personally appeared Claire Staples and Eva Staples, 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 notarial seal at Tulsa in the county and State aforesaid, the day and year last above written.

(SEAL) Lydia M. Bickford, Notary Public.

My commission expires July 21, 1927.

Filed for record in Tulsa County, Okla. on Dec. 28, 1923, at 3:40 P.M. recorded in book 462, Page 58, Brady Brown, Deputy.

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

#247873 NS

RELEASE OF MORTGAGE.

COMPARED

WHEREAS, on the 15th day of August, 1922, Murray D. Russell and Lucile D. Russell, his wife, as mortgagors, made, executed and delivered to Tulsa Building and Loan Assn. a corporation, as mortgagee, a certain mortgage to secure the payment of an indebtedness in amount of \$3000.00 covering the following described real estate situated in the County of Tulsa, State of Oklahoma, to-wit;

The North 100 feet of Lot 2, Block 15, Lynch and Forsythe Addition to the City of Tulsa, Okla. according to the recorded Plat thereof.