

474

Each note above named bears interest at the rate of 8 per cent per annum payable annually from date and ten per cent per annum after due.

Failure of mortgagor, his grantees heirs or successors to pay the principal or any part thereof, or the interest thereon, when due, on any prior mortgage or lien on said real estate of any part thereof, shall render all money secured by this mortgage due and payable at once without notice.

In event of foreclosure of this mortgage, mortgagor agrees to pay an attorney's fee of ten dollars and ten per cent of principal and interest unpaid and this mortgage secured to the same.

Mortgagor agrees to pay all taxes or assessments, general or special, levied against said premises when they are by law due and payable.

Now, if any of said sum or sums of money secured by this mortgage, or any part thereof, or any interest thereon, is not paid when due, or if the taxes or assessments levied against said property, or any part thereof, are not paid when due same are by law due and payable, or if there is a failure to perform any obligation made in this mortgage then or in either event the whole sum or sums of moneys secured by this mortgage with all interest thereon shall immediately become due and payable, and foreclosure may be had of this mortgage. Said mortgagor expressly waives the appraisal of said real estate and all benefit of the homestead exemption and stay-laws of the State of Oklahoma.

Dated this 2nd day of November, 1923.

R. P. Elliott.

State of Oklahoma)

County of Tulsa) SS
Before me, a Notary Public, in and for the abovenamed County and State on this 2nd day of November, 1923, personally appeared R. P. Elliott, a single man, to me personally known to be the identical person who executed the within and foregoing mortgage 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 signature and official seal, the day and year last above written.

(SEAL) D. F. MacMartin, Notary Public.

Tulsa County, Oklahoma.

My commission expires June 9th, 1924.

Filed for record in Tulsa County, Okla. on Nov. 2, 1923, at 11:30 A.M. recorded in book 474, page 278, Brady Brown, Deputy,

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

243630 - BH

RELEASE OF MORTGAGE.
Oklahoma.

COMPARED

Know all men by these presents: That, in consideration of the payment of the debt named therein, The Midland Savings and Loan Company, of Denver, Colorado, does hereby release the mortgage made by Annie E. Brown and Hank Brown, wife and husband, to the said The Midland Savings and Loan Company, which is dated the second (2nd) day of October, A.D. 1916, and recorded on the sixth (6th) day of October, A.D. 1916, in book 201, of mortgages, page 345 of the records of Tulsa County, in the State of Oklahoma, covering the following described tract or parcel of land lying and being in the County of Tulsa and State of Oklahoma, to-wit: Lot numbered five (5) and six (6) in Block numbered twelve (12) in addition to the City of Tulsa, according to the recorded plat thereof, including all rights under assignment of rents which is dated the second (2nd) day of