

costs and expenses including attorney's fees to which second party may be put in protecting the title herein warranted or in any suit involving the mortgage security all such costs, expenses and attorney's fees to be secured hereby with interest at ten per centum per annum;

EIGHT;- In case of foreclosure proceedings being commenced, the party of the first part here by agrees to pay to the party of the second part an Attorney's fee of ten per centum of original secured, payable upon filing of the petition the same, hereby with interest at the rate of ten per centum per annum; ^{to be secured}

As additional and collateral security for the payment of the note and indebtedness hereinabove described, the said party of the first part, hereby assigns to the said party of the second part, its successors and assigns, all the profits revenues royalties, rights and benefits accruing under all oil, gas or mineral leases on said premises. This assignment is to become operative only in case of default in payment of the principal or any of the interest notes secured by said mortgage above mentioned, or taxes upon the land mortgaged, and is to terminate and to become null and void upon release of this mortgage;

The foregoing covenants and condition being kept and performed this conveyance to be void, and this mortgage to be released at the expense of said party of the first part, otherwise to continue in full force and effect;

In Testimony Whereof, The said parties of the first part have hereunto set their hands the day and year first above written,

Executed in our presence;

E. E. Bateman. W. L. Shelton

J. J. Smith,

Ellen Smith,

State of Oklahoma }

ss

County of Tulsa }

Before me, a Notary Public, in and for said County and State, on this 24th, day of July

1923, personally appeared J. J. Smith, and Ellen Smith, 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,

My Commission expires Sept. 11th. 1926. (seal) E. E. Bateman Notary Public.

Filed for Record in Tulsa. Tulsa County. Oklahoma, July 28. 1923 at 10:50. O'Clock A. M. and Recorded in Book 474. Page 62,

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

#236830 EC COMPARED

RELEASE OF MORTGAGE:

In Consideration of the payment of the debt named herein, I do hereby release Mortgage made by H. C. Wriston and Blanche Wriston, Husband and wife securing the sum of One Thousand Dollars (\$1000) to William Vance, and which is recorded in Book Three Hundred /Two (302) of Mortgages, Page 617, of the records of Tulsa County, State of Oklahoma, covering the following described real estate in Tulsa County. Oklahoma, to-wit; Lot Eight (8), in Block Seven (7), in highlands Second Addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof,

Witness my hand this 19th, day of July A..D. 1923,

William Vance,

STATE OF OKLAHOMA, Tulsa County, ss

Before me J. R. League a Notary Public in and for said County and State, on this 19th, day of July 1923, personally appeared William Vance 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 May 16, 1926. (seal)

J. R. League, Notary Public.