

If such insurance is not affected and maintained or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before the same become delinquent, then the mortgage herein her successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) per cent per annum until paid, and this ^{mortgage} shall stand as security for all such payments and sums; and if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same becomes due and payable, or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors or assigns, or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first party, elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said note, according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first party shall pay to said second party, its successors and assigns, a sum equal to Ten Dollars and Ten Per Cent additional of the total amount due on said mortgage and on said note, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fee shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

COMPARED

The within mortgage given subject to a first mortgage in the sum of \$12000.00.

IN WITNESS WHEREOF, the party of the first part- has hereunto set her hand the day and year first above written.

Mary E. Singleton

STATE OF OKLAHOMA, Tulsa County, ss.

Before me Chas. A. Myers, a Notary Public in and for said County and State on this 1st day of February 1923, personally appeared Mary E. Singleton, a single woman to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires Febr. 14th, 1926. (Seal)

Chas. A. Myers,

Filed for record in Tulsa, Tulsa County, Oklahoma, Nov. 1, 1923, at 1:00 o'clock P.M. and recorded in Book 479, Page 335.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

243534 C.M.J.

RELEASE OF REAL ESTATE MORTGAGE.

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, on the 9th day of May, 1921, Tulsa Live Stock & Industrial Exposition, a corporation, executed and delivered unto Cyrus S. Avery, its real estate mortgage on the hereinafter described real estate, for the purpose of securing the indebtedness therein mentioned, which said mortgage appears duly of record in the office of the County Clerk of Tulsa County, Oklahoma, in record book 355 at page 116; and

WHEREAS, on the 10th day of May, 1921, for a good and valuable consideration, the said Cyrus S. Avery, mortgagee, assigned in writing the said mortgage and the indebtedness thereby secured unto The Exchange National Bank of Tulsa, said assignment appearing of record in the office of the County Clerk of said county in record book 371 at page 483