

time of extension.

COMPARED

6. Said parties of the first, hereby agree in event action is brought to foreclose this mortgage they will pay an attorney's fee of Ten Dollars (\$10.00) and 10 percent of the amount due thereon, and said attorney's fee shall become due and payable when this note is placed in the hands of an attorney for collection, and the sum so due shall become a part of the judgment and shall be secured by the lien of this mortgage and by any judgment or decree rendered thereon.

7. Said parties of the first part for the consideration above mentioned hereby expressly waive appraisalment of said real estate and the benefit of the stay laws and of the homestead exemptions of the State of Oklahoma.

8. It is expressly agreed and understood that the party of the second part shall have the right to pay and discharge at his option any and all liens or incumbrances upon said property prior to superior to this mortgage debt, and upon paying and discharging such lien or incumbrance the party of the second part shall be entitled to recover the same with interest at 10 per cent upon the amount so paid, from the parties of the first part and said sum shall be and become a part of the mortgage debt secured by these notes and may be recovered in the foreclosure thereof at the option of the party of the second part.

IN WITNESS WHEREOF the said parties of the first part have hereunto subscribed their names on the day and year first above written.

M. M. Holmes

Maude M. Holmes

STATE OF OKLAHOMA, }
County of Tulsa. } ss.

Before me, Mabelle DeShetler a Notary Public in and for said County and state, on this 30th day of August, 1923, personally appeared M. M. Holmes and Maude M. Holmes husband and 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 official seal on the date last above written.

My commission expires: March 22, 1925. (Seal) Mabelle DeShetler, Notary Public.
Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 19, 1923, at 11:00 o'clock A.M.
and recorded in Book 479, Page 41.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

240370 C.M.J.

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 M. M. Holmes and Maude M. Holmes, husband and wife, to the said THE MIDLAND SAVINGS AND LOAN COMPANY, which is dated the 19th day of January A.D. 1922, and recorded on the 23rd day of January A.D. 1922, in book 326 of mortgages, page 93 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 Three (3) in Block numbered Four (4) Midway Addition to the City of Tulsa, according to the recorded plat thereof.

IN WITNESS WHEREOF, the name and seal of said Company are hereunto affixed this Twelfth (12th) day of September A.D. 1923.

(Cor. Seal)

Attest: Fred W. Carringer, Its Secretary.

THE MIDLAND SAVINGS AND LOAN COMPANY,

By F. E. Carringers, Its President.