And said mortgagors further expressly agree that in case of foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, as hereinafter provided, the mortgagors will pay to the said plaintiff a reasonable attorney's or a solicitor's fee therefor, in addition to all other legal costs and statutory fees, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid and collected and the lien thereon enforced in the same manner as the principal debt hereby secured.

The foregoing covenants being performed, this conveyance shall be void, otherwise this mortgage shall be in full force and effect.

IN TESTIMONY WHEREOF, The said party of the first part have hereunto set their hands this Fifteenth day of December nineteen hundred twenty-three .

ATTEST

M. V. Lilly Hannah Mahl

STATE OF OKLAHOMA) TULSA COUNTY) Jay F. Dawson Nettie Dawson

> E. A. Lilly , Notary public Residence Tulsa, Oklahoma

11

439 4

Before me, a Notary Public, in and for said County and State, on this Eighteenth of December 1923 personally appeared Jay F. Dawson 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.

My commission expires March 26th, 1925 (SEAL)

STATE OF COLORADO)) SS. WELD COUNTY)

Before me, a Notary Public, in and for said County and State on this 22nd of December 1923 personally appeared Nettie Dawson, wife of Jay F. Dawson, 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 Aug. 6, 1927 (SEAL) Hannah Mahl, Netary Public Residence Greeley Colo. Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 24, 1923 at 12 o'clock M. in Book 482, page 194 By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

247419 C.J. RELEASE OF MORTGAGE--CORPORATION COMPARED IN CONSIDERATION OF the payment of the debt therein named Home Building and Loan Association a corporation, does hereby release Mortgage made by William F. Yeager, a single man, in the amount of \$1,600,00 dated March 31, 1922 to Home Building and Loan Associa-

tion and which is recorded in Book 388 Mortgages, page 109 of the records of Tulsa County, Oklahoma, covering the Lot Five (5) in Block One (1) Mercer Sub-Division of the North half of the Ngrth West quarter of the Southeast Quarter of the Southwest quarter of Section Thirty-two (32) Township Twenty (20) North, Range Thirteen (13) East I. M., according to the recorded plat thereof, in Tulsa County, State of Oklahoma.

IN WITNESS WHEREOF Home Building and Loan Association has caused these presents to be signed by its (x) Vice President, and its corporate seal to be affixed this 21st day of December 1923.

196