

holder of such certificate.

FIFTH. In case said Mortgagors shall neglect or refuse to keep said premises in good repair and condition, to pay promptly when due all taxes and assessments, as aforesaid, or to remove any statutory liens on said premises, or to keep the buildings and improvements insured, as aforesaid, and deliver the policy or policies of insurance, or the renewals thereof, to said Mortgagee, as aforesaid, then said Mortgagee may, if it shall so elect, make repairs, pay such taxes and assessments, with the accrued interest, officers' fees, and expenses thereon, redeem said premises which may have been sold or forfeited for taxes or assessments thereon, purchase any tax title thereon, remove any statutory liens and prosecute or defend any suits in relation thereto, insure and keep insured said buildings in the sum aforesaid, or for any less sum and for such time as said Mortgagee may deem proper. Any sums which may be so paid out by said Mortgagee, and all sums paid out for substituted insurance, as aforesaid, including the costs, expenses and attorneys' fees paid in any suit affecting said real estate, when necessary to protect the lien hereof, shall bear interest from the dates of such payments at the same rate as said notes, shall be paid by said Mortgagors to said Mortgagee upon demand, and shall be deemed a part of the debt hereby secured, and recoverable as such in all respects. Any such liens, claims, taxes, assessments, or tax titles so purchased, paid or redeemed by said Mortgagee shall, as between the parties hereto and their successors in interest, be deemed valid, so that in no event shall the necessity or validity of any such payments be disputed.

SIXTH. Extension of the time of payment of said indebtedness, or any part thereof, by agreement of said Mortgagee and any future owner of said premises, without notice of such extension to the makers of said notes, shall not operate to release such makers from personal obligation thereon.

SEVENTH. Breach of any of the foregoing covenants, or default in any of such payments of principal or interest, as aforesaid, shall, at the election of said Mortgagee, exercised at any time after such breach or default without notice to any one, cause all the sums hereby secured, with the interest thereon, to become at once due and payable, and said Mortgagee may enforce payment thereof by foreclosure or otherwise.

In case action shall be brought to foreclose this mortgage, said Mortgagors, will pay a reasonable attorney's fee, which this mortgage also secures, to become due and payable when suit is filed; and do expressly waive the appraisalment of said real estate.

Dated, this nineteenth day of December in the year one thousand nine hundred and twenty-three.

William M. Smith

Margaret L. Smith

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

Before me, a Notary Public in and for said County and State, on this 31st day of December, 1923, personally appeared William M. Smith and Margaret L. 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 June 2, 1927. (Seal)

L. E. Johnson, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Jan. 24, 1924, at 4:30 o'clock P.M. and recorded in Book 483, Page 199.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

249718 C.H.J.

RELEASE OF MORTGAGE.

COMPARED

WHEREAS, E. N. Adams and Do lie Adams, husband and wife, of Tulsa County, State of