

It is expressly agreed by and between said parties hereto, that this mortgage is a first lien upon said premises; that the said parties of the first part will pay said principal and interest at the times when the same fall due, and at the place and in the manner provided in said note, and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without the consent of the said second party.

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises, or other sums necessary to protect the rights of said second party, or assigns, and recover the same from the first parties with five per cent interest, and that every such payment is secured hereby.

It is further agreed that upon the breach of warranty herein, or upon failure to pay when due, any sum, interest or principal secured herein, or any tax or assessment herein mentioned, or to comply with any requirements herein, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of ten per centum per annum; said party of the second part shall be entitled to foreclose this mortgage, according to law, and have the said premises sold and the proceeds applied to the payment of the sum secured hereby, and said parties of the first part hereby agree, in the event action is brought to foreclose this mortgage, that they will pay an attorney's fee of ten per cent of the principal, above shown which this mortgage also secures.

Dated this 12th day of April, A.D.1924.

S. A. Todd

Ella G. Todd

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of April, 1924, personally appeared S. A. Todd and Ella G. Todd, 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 the day and year above written.

My commission expires June 20, 1926. (Seal)

W. E. Green, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, April 17, 1924, at 4:20 o'clock P.M. and recorded in Book 483, Page 486.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

256012 C. M. J.

RELEASE OF MORTGAGE.

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 J. M. Mills, a single man to the said THE MIDLAND SAVINGS AND LOAN COMPANY, which is dated the Second (2nd) day of October, A.D.1916, and recorded on the Twenty-eighth (28th) day of October A.D.1916, in book 201 of mortgages, page 365, 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 Twenty-two (22) in the Burgess Hill addition to the city of Tulsa, according to the recorded amended plat thereof, including all rights under Assignment of Rents which is dated the Second (2nd)