the same, shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises and to keep the same free from other liens of whatever nature including attorney's fees in all actions attacking such title or the validity of the mortgage, and if said prior mortgage be assigned in trust or otherwise, to another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said second partXy, and any and all other sums paid, as herein authorized, shall be a further lien upon said land and be securedhereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually, from date said sums are expended except the installments of said note shich shall severally draw interest as provided in said installment note.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

It is hereby understood and agreed that in consideration of the covenants, agreements and privileges contained in the prior bond and mortgage, referred to above, and the rate of interest provided for therein, and the time and money expended in making the loan evidenced by said prior bond and mortgage, that neither the payment of said prior pond or any part thereof before maturity nor the exercising of any privilege or option written in said prior bond or mortgage , shallin any way lesson or affect the liability of the party of the first party on the note, or indebtedness, secured by this mortgage.

IN TESTIMONY WHEREOF the said party of the first part has hereunto set his hand. In the presence of Jennie E Brown COMPARED

Samuel # Brown

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Bessie English STATE OF OKLAHOMA, County of Tulsa

48.5

E. A. Lilly

Before me, the undersigned, a notary public in and for said County and State, on this 28th day of January 1924 personally appeared Jennie E. Brown, and Samuel W. Brown, her Husband 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 set forth. My commission Expires March 26th, 1925 (S<sub>đ</sub>al) E. A. Lilly, Notary Public Filed for record in Tulsa, Tulsa County, Oklahoma on Jan 29, 1924 at 3.50 oclock P. M in Book 485 page 12

Brady Brown, Deputy O. G. Weaver. County Clerk (Seal) **# 250042 МН** RELEASE OF MORT GAGE CXIMPAREN IN CONSIDERATION OF the payment of the debt therein, I do hereby release Mortgage made

by W. W. Cowert, a single man to Elsie Britton and which is recorded in Book 456 of Mortgages page 6 of the records of Tulsa County, State of Oklahoma, covering the Lot (1) one in Block (4) four North Turley Addition to the Town of Turley Tulsa County, Okla. according to the recorde plat thereof.

WITNESS my hand this 26th day of Dec. A. D. 1923

STATE OF OKLAHOMA, TULSA COUNTY, SS

Before me the undersigned a Notary Public in and for said County and State, on this 26th

Elsie Britton