

pay off the entire prior encumbrance in full, and mortgagors agree forthwith to repay same with interest at the rate of ten per cent (10%) per annum from date of such advancement, and the lien of this mortgage shall extend to and protect such advances and interest and if the same be not paid within thirty (30) days from date of advancement the holder of the note secured hereby may at any time thereafter proceed to foreclose this mortgage and all the indebtedness secured by said note shall become at once due and payable at the option of the holder thereof.

Non-compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required.

FIFTH. Grantors agree that in case default occurs upon this mortgage indebtedness or any part thereof, and suit is instituted to collect the same the sum of (as per note) as a reasonable attorneys fee in addition to all other legal costs, as often as any legal proceedings are taken, to foreclose this mortgage for default in any of its covenants or as often as the said mortgagors or mortgagees, may be made defendant in any suit affecting the title to said property which sum shall be and additional lien on said premises, and shall become due upon the filing of petition or cross petition or foreclosure.

SIXTH. Mortgagor.. further agrees that in the event action is brought to foreclose this mortgage for the purpose of collecting said indebtedness secured hereby, a receiver may be appointed by the court to take charge of the premises herein mortgaged, during the pendency of such action.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands on the 15 day of March, A.D. 1924.

Ross Simpson

Mary E. Simpson

STATE OF OKLAHOMA, }  
TULSA COUNTY, } SS.

Before me the undersigned, a Notary Public in and for said County and State on this 15 day of March, 1924, personally appeared Ross Simpson and Mary E. Simpson, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date above mentioned.

My commission expires on the 21st day of (SEAL) Estelle C. Merrifield, Notary Public. April, 1925.

Filed for record at Tulsa, Tulsa County, Oklahoma, March 25, 1924, at 2; o'clock P.M. and Recorded in book 485, page 193.

By Brady Brown, Deputy. (SEAL) O.G. Weaver, County Clerk.

#254282 NS

#### RELEASE OF MORTGAGE

WHEREAS, Mrs. H.F. Mitchell, also known as Mattie Mitchell, and Horace F. Mitchell, her husband, of Tulsa County, State of Oklahoma, as Mortgagors, did on the 13th day of March, 1923, execute a certain mortgage recorded on the 14th day of March, 1923, in the office of the County Clerk, Ex-Officio Register of Deeds, of Tulsa County, State of Oklahoma, in Book 419, at Page 138, to EXCHANGE TRUST COMPANY, a corporation, of Tulsa