

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw, interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

SEVENTH. Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this eleventh day of April, 1924.

James H. Smith
J. H. Smith
Clara T. Smith

STATE OF OKLAHOMA,)
Tulsa County.) ss.

Before me, the undersigned a Notary Public in and for said County and State, on this eleventh day of April, 1924, personally appeared James H. Smith and Clara T. 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.

Witness my hand and official seal, the day and year above set forth.

My commission expires Feb. 18, 1926 (SEAL) U. S. Stafford, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Apr 12, 1924 at 11:40 o'clock A. M.
in Book 487, page 304

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

255678 C. J.

RELEASE OF OIL AND GAS LEASE

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned A. E. Carder lessee, in a certain oil and gas mining lease executed by Mary Lincoln, Guardian of Curtis Nero, a minor lessor, and the undersigned lessee, dated August 1st, 1921, does, by these presents cancel, release, relinquish and surrender unto Curtis Nero all right, title and interest of the said undersigned A. E. Carder in and to said lease covering the following described premises, to-wit:

Lot One (1) of Section Four (4), Township Nineteen (19) North, Range.

Ten (10) East, in Tulsa County, Oklahoma, and containing 30.15 acres, more or less, said lease being recorded in the office of the Register of Deeds in and for said County, in Book----349---- page 170 .

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of April, 1924.

A. E. Carder

STATE OF OKLAHOMA,)
COUNTY OF WAGONER) ss.

Before me, the undersigned, a Notary Public, in and for said County and State on this 9th day of April, 1924 personally appeared A. E. Carder 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