

THIRD: If said mortgagor make default in the payment of any of the afore-said taxes or assessments, or in procuring and maintaining insurance as above covenanted, said mortgagee, its successors or assigns, may pay such taxes and effect such insurance and the sums so paid shall be a further lien on said premises, under this mortgage, payable forthwith, with interest at the rate of ten per cent per annum.

FOURTH: Should default be made in the payment of said monthly sums or of any of said fines and fees, or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage and in said note and said by laws, and should the same, or any part thereof, remain unpaid for the period of three months, then the aforesaid principal sum of Two Thousand Eight Hundred & no/100 Dollars, with all arrearages thereon, and all penalties, taxes and insurance premiums, shall, at the option of said mortgagee, or of its successors or assigns, become payable immediately thereafter, without <sup>notice</sup> charge, anything hereinbefore contained to the contrary thereof notwithstanding. In the event of legal proceedings to foreclose this mortgage, the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the further payments of monthly installments.

FIFTH: The said mortgagor shall pay to the said mortgagee or to its successors, or assigns, the sum of Two Hundred Eighty & No/100 Dollars, as a reasonable solicitors fee and all expenses incurred for supplemental abstract to said premises 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 mortgagor or mortgagee may be made defendant in any suit affecting the title to said property which sum shall be an additional lien on said premises.

SIXTH: As further security for the indebtedness above recited the mortgagor hereby assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these premises may be enforced by the appointment of a Receiver by the Court.

IN WITNESS WHEREOF, The said mortgagor has hereunto set his hand and seal on the 2nd. day of June, A.D. 1924.

H R MOFFETT.

STATE OF OKLAHOMA    V  
                          0 SS  
TULSA COUNTY        0

Before me, Meryle Horning, a Notary Public in and for said County and State on this 2nd. day of June, 1924, personally appeared H.R. Moffett, a single man 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 own 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 on the date above mentioned.

My Commission expires on the  
31st. day of March, 1928.       (SEAL)

Meryle Horning, Notary Public.

Filed for record on the 16th. day of June, 1924, at the hour of 4:20 o'clock P.M.

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

NO. 260725 - NRS

RELEASE OF MORTGAGE.

In consideration of the payment of the debt therein, I do hereby release Mortgage made by J.W. Rayborn and Gertie Rayborn, his wife, dated September 21st. 1920, in the amount of Fifteen Hundred Dollars (\$1500.00) to V.D. Fowler and which is recorded in Book