

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; In event any suit or suits are filed in any court, asserting or claiming any right, title interest or lien adverse to the interest of the mortgagee herein, then to protect the lien of this mortgage the mortgagee or assignee may at their option defend against such suit or claim; or may purchase such outstanding claim, paying or incurring liability therefor and on account thereof such sum as may be necessary or reasonable, including reasonable attorneys fees to attorney employed for such purpose and any and all such sums so paid or expended shall be secured by this mortgage and shall be a lien upon said premises in the same manner and with the same effect and force as the original note secured hereby and bearing interest at the rate of 10% per annum from date of such payment thereon, and the mortgagor agrees and covenants to re-pay all such sums to the mortgage, and failure to make such re-payment on demand shall constitute a default within the terms of this mortgage,

EIGHTH, Party of the first part, for said consideration, does hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemptions and stay laws in Oklahoma;

Dated this 20th day of December, 1924; E. L. Whitney Company
Attest. J. W. Rettig Secretary Pro Tem, (corp seal) By-E. L. Whitney President
State of Oklahoma, } SS
Tulsa, Oklahoma }

Before me, the undersigned, a Notary Public, within and for the above named County and State, on this 20th day of December, A.D. 1924. personally appeared E. L. Whitney, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said corporation; for the uses and purposes therein set forth,

Witness my hand and official seal the day and year first above written
My commission expires July 9th. 1927 (seal) George P. Bonnette Notary Public,
Filed for record in Tulsa. Tulsa County, Oklahoma, December 20th, 1924 at 11:55 O'clock A. M.
and recorded in Book 489, Page 498,
By- Brady Brown Deputy (seal) O. G. Weaver County Clerk;

#274729 EO

OKLAHOMA SATISFACTION OF MORTGAGE;

KNOW ALL MEN BY THESE PRESENTS, That The Deming Investment Company, (a corporation) in consideration of value received, does hereby acknowledge full payment and complete satisfaction of a certain mortgage given by Frank E. Quigg and Nellie M. Quigg, his wife to The Deming Investment Company, for \$12,000.00, dated the 4th day of August, 1923 and recorded in Book 464 Page 591 of Records of Mortgages of Tulsa County, State of Oklahoma, and one certain mortgage for \$550.15 of same date recorded in Book 464, Page 595,

The real property hereby discharged and released from said Mortgage lien is situated in the County and State aforesaid, and bounded and described as follows to-wit:

East Half of Lots Twenty-six (26) and all of Lots Twenty-seven (27) Twenty-eight (28) in Block Fourteen (14) Midland