

and next; all of said note then due and unpaid; and next, the principal of such or said notes as are not then due when payment thereof shall be demanded with interest up to the time of such payment, and if not enough therefor, then apply what remains; and the balance of such proceeds, if any shall be paid to the said parties of the first part or their legal representatives; and in case of the foreclosure of this trust by suit, it is agreed that an attorney's fee of ten per cent, upon the amount found due shall be included in the judgment and decree of foreclosure,

And the said party of the second part, covenants faithfully to perform the trust herein created, 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 of Oklahoma,

And the said party of the second part hereby lets said premises to said parties of the first part, until a sale be had under the foregoing provisions therefor, upon the following terms as conditions thereof to-wit;

The said parties of the first part, and every and all persons claiming or possessing such premises and any part thereof, by, through or under them shall or will pay rent therefor during said term, at the rate of one cent per month, payable monthly, upon demand, and shall and will surrender peaceable possession of said premises, and any and every part thereof, sold under said provisions, to said party of the second part, his successors, assigns, or purchaser thereof under such sale, within ten days after making such sale, and without notice or demand therefor,

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written

State of Oklahoma }  
County of Tulsa } SS

J. T. Midkiff

Lena Midkiff

Before me, a Notary Public, in and for the above named County and State; on this 6th day of January, 1925, personally appeared J. T. Midkiff and Lena Midkiff, 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 signature and official seal. the day and year last above written  
My commission expires Feb. 11. 1928 (seal) M. Branson, Notary Public  
Filed for record in Tulsa, Tulsa County, Oklahoma, January 7th, 1925. at 2:30 O'Clock, P. M.  
and recorded in Book 489 . Page 615,

By- Brady Brown Deputy (seal) O. G. Weaver County Clerk,  
#275772 EC RELEASE OF MORTGAGE;

KNOW ALL MEN BY THESE PRESENTS;

Whereas, on the 23rd day of October, 1922, a certain mortgage was executed by Mrs Betty Long mortgagor, to Rounds & Porter Lumber Co, mortgagee Two Hundred Forty and 95/100 Dollars upon the following described real estate, viz,

Lot Five (5) in Block Twenty- Eight (28) in Owen Addition  
to town of Tulsa, Oklahoma;

which said mortgage is recorded in Vol- 393 of Mortgages, on page 437 of the records of Tulsa County, State of Oklahoma;

Whereas, the note secured by the said mortgage has been paid in full.

Now, Therefore, Rounds & Porter Lumber Co, the above named mortgagee, does hereby remise, release and forever quit claim all its right, title and interest in and to the above mentioned property which may have acquired by virtue of said above named mortgage to Mrs Betty Long the said mortgagors, their heirs or assigns forever,