

become due and payable at the option of the legal holder hereof, and shall after such default bear ten per cent interest per annum, and if collected by suit, we agree to pay an additional ten per cent of the amount due, as attorney's fees.

Dated at Tulsa, Oklahoma, the 21st day of August, 1924.

Now, if the said Elvina Baker and C. M. Baker, and their heirs, assigns, executors, or administrators, shall well, and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines on said stock, to the said Industrial Building & Loan Association, or its successors, and keep said premises insured against fire and tornado, in the sum of \$1000.00, and pay all taxes, rates, liens, charges and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed, that if default shall be made in the payment of said sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the space of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines on said stock, shall become due, and the said grantee or its successors may proceed by foreclosure, or any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises, and of said property. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments, so due and payable, and charge them against said grantor or assigns, and the amount so paid shall be a lien on said mortgaged premises, until the same be paid, and may be included in any judgement rendered in any proceeding to foreclose this mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens, and assessments, or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

Witness our hands, this 21st day of August, 1924.

Elvina Baker,  
C. M. Baker.

State of Oklahoma )  
                          ) SS

County of Tulsa ) Before me, M. E. Maxwell, a Notary Public, in and for said County and State, on this 21 day of August, 1924, personally appeared Elvina Baker and C. M. Baker, her husband, to me known to be the identical person 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 official signature and affixed my notarial seal the day and year last above written.

(SEAL) M. E. Maxwell, Notary Public.

My commission expires Jan. 9, 1926.

Filed for record in Tulsa Co. Okla. on Aug. 25, 1924. at 4:20 P.M. recorded in book 491, page 384, Brady Brown, Deputy.

(SEAL) O. C. Weaver, County Clerk.

266027 - BH

#### RELEASE OF MORTGAGE.

In consideration of the payment of the debt named therein, The Oklahoma City Building and Loan Association of Oklahoma City, Oklahoma, does hereby release the mortgage in the amount of \$3000.00, bearing date of Oct. 2, 1923, made by E. W. Von Holten and Jennie Von Holten, husband and wife, to The Oklahoma City Building and Loan Association, and which is