

If such insurance is not effected and maintained or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before the same become delinquent, then the mortgage herein its successors or assigns may effect such insurance and pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) per cent per annum until paid, and this mortgage shall stand as security for all such payments and sums; and if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same becomes due and payable, or if such insurance is not effected and maintained, and the certificates or policies delivered to said second party, its successors, or assigns, or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first parties elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for, due and payable at once, and proceed to collect said debt, interest and attorney's fees set out and mentioned in said notes, according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay to said second party, its successors and assigns, a sum equal to Ten Dollars and ten per cent additional of the total amount due on said mortgage and on said notes, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fee shall be a lien upon the premise hereinabove described, and a part of the debt secured by this mortgage.

In witness whereof, the parties of the first part have hereunto set their hands the day and year first above written.

O. F. Smith,  
Annie W. Smith.

State of Oklahoma }  
Tulsa County } SS

Before me, the undersigned, a Notary Public in and for said County and State on this 4th day of - - - 1924, personally appeared O. F. Smith, and Annie W. 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 use and purposes therein set forth.

(SEAL) Geo. M. Glossop, Notary Public.

My commission expires Oct. 27, 1926.

Filed for record in Tulsa Co., Okla. on Sept. 5, 1924, at 2:00 P.M. recorded in book 491, page 482, Brady Brown, Deputy.

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

266697 - BH

RELEASE OF MORTGAGE.  
(Individual)

In consideration of the payment of the debt therein, I do hereby release mortgage made by Young O. Mitchell and Martha Mitchell, husband and wife, to G. M. Landes, and assigned, to B. F. Barnett, and which is recorded in book 408 of mortgages, page 599, of the records of Tulsa County, State of Oklahoma, covering the lot one in block five Friend and Gillette addition to the City of Tulsa, Okla.

Witness my hand this 19th day of July, A.D. 1923.