

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 sums as may be necessary or reasonable, including reasonable attorney 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 repay all such sums to the mortgagee, and failure to make such re-payment on demand shall constitute a default within the terms of this mortgage.

EIGHTH. 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 in Oklahoma.

Dated this 23rd day of March 1925.

C. E. Frye

Ruth Frye

STATE OF OKLAHOMA, )  
Tulsa County. ) ss.

Before me, George P. Bonnette a Notary Public in and for said County and State, on this 23rd day of March 1925, personally appeared C. E. Frye and Ruth Frye 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 hand and official seal, the day and year above set forth.

My commission expires July 9th, 1927. (Seal)

George P. Bonnette, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 23, 1925, at 4:20 o'clock P.M. and recorded in Book 493, Page 276.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

282282 C.M.J.

#### RELEASE OF OKLAHOMA MORTGAGE.

For and in consideration of full payment, the receipt of which is this day acknowledged, STATON-ANDERSON MORTGAGE CO., (a Partnership composed of Roy Staton and C. Guy Anderson), hereby releases and discharges a certain mortgage executed by Robert R. Park Mortgagor to STATON-ANDERSON MORTGAGE CO., Mortgagees, for \$35,000.00 dated February 23, 1925, filed February 25, 1925, and recorded in Volume 503 at page 446 of the records of the office of the TULSA COUNTY OKLAHOMA of Tulsa County, Oklahoma, on the following described tract of real estate, situated in Tulsa County, Oklahoma, to-wit:

The West Seventy Five feet (75) of Lots Nine (9) and Ten (10) in Block Ten (10) in Orcutt Addition to the city of Tulsa, Tulsa County, Oklahoma,