

to become in a delapidated condition.

Fourth: Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice, and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

Fifth: In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall 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: In the event of suit being brought to foreclose this mortgage by reason of any default entitling the holder hereof to a foreclosure, an additional sum of \$50.00 for Attorney's fee shall be recovered and shall be included in any judgment or decree of foreclosure and as a part of the indebtedness secured by this mortgage.

Seventh: The said first parties hereby waive notice of the election to declare the whole debt due in accordance with the terms of this mortgage and waive the benefit of appraisal of the premises in any judicial sale thereof at the election of the holder of this mortgage.

Eighth: Said mortgagors agree to pay any tax that may be assessed against this mortgage under the laws of the State of Oklahoma.

Dated this 1st day of March, 1924.

Mary E. Bauer,
Walter P. Bauer.

State of Oklahoma)
Tulsa County) SS

Before me, A. C. Toole, a Notary Public, in and for said County and State, on this 1st day of March, 1924, personally appeared Walter P. Bauer, and Mary E. Bauer, 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.

(SEAL) A. C. Toole, Notary Public.

My commission expires June 16, 1929.

Filed for record in Tulsa Co. Okla. on Oct. 13, 1924, at 10:40 A.M. recorded in book 497, page 112, Brady Brown, Deputy,

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

269396 - BH

RELEASE OF REAL ESTATE MORTGAGE.

Know all men by these presents:

That Exchange Trust Company, a corporation, of Tulsa, Oklahoma, in consideration of value received, does hereby release and satisfy a certain real estate mortgage given by the American Cleaning and Tailoring Company, a corporation, to E. E. Frasher, dated the 22nd day of March, 1923, which said mortgage was thereafter, for a good and valuable consideration, sold, assigned, and transferred to the said Exchange Trust Company on the 22nd day of January, 1924; the original of said mortgage being recorded in book 439 at page 136 in the office of the County Clerk of Tulsa County, Oklahoma, and the said assign