

by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and draw interest at the rate of ten per cent per annum, payable semi-annually, from date and said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the parties of the first part shall fail to pay, or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance, premiums, taxes or assessments, after the same becomes due, or should said mortgagors commit waste on said described premises, then the said note and all the sums secured by this mortgage shall immediately become due, and payable at the option of the holder hereof, without notice or demand and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby secured, in no event less than fifty dollars, the said sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of <sup>any</sup> the conditions hereinto the immediate possession of the said premises and to the rents and profits thereof, and, the said mortgagors hereby covenant and agree to give peaceable possession thereof as aforesaid, and in case this mortgage or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the court to preserve the same, and collect the rentals and profits therefrom without regard to the question of value.

It is agreed that this mortgage shall secure the payment of any sums which may hereafter advanced or material hereafter furnished by this mortgagee for the purpose of building upon, improving or repairing the premises herein described.

The foregoing conditions being performed, this conveyance to be void, otherwise in full force and effect.

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

Executed in presence of:

Frankie M. Montgomery,  
D. H. Montgomery,  
Denzil H. Montgomery.

State of Oklahoma )  
County of Tulsa ) SS

Before me, a Notary Public, in and for said County and State on this 13 day of October, 1924, personally appeared Frankie M. Montgomery and Denzil H. Montgomery, wife and husband, to me personally 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.

Witness my signature and official seal, the day and year last above written.

(SEAL) R. L. Kifer, Notary Public.

My commission expires June 6th, 1927.

Filed for record in Tulsa Co. Okla. on Oct. 17, 1924, at 4:40 P.M. recorded in book 497, page 145, Brady Brown, Deputy.

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

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#### RELEASE OF MORTGAGE.

Whereas, on the 16th day of October, 1922 Roy M. Franks, and Idamae Franks, his wife, as mortgagors, made, executed and delivered to Tulsa Building & Loan Association, a corporation, as mortgagee a certain mortgage to secure the payment of an indebtedness in amount of \$4000.00, covering the following described real estate situated in the County