in the ownership of the land herein mortgaged. default in payment of either principal or interest of any prior encumbrance, the holder of the note secured by this mortgage may pay off such prior encumbrance in full, or the amount due thereon whether principal or interest. or may pay off the entire prior encumbrance in full, and mortgagors agree forthwith to repay same with interest at the rate of ten per cent (10%) per annum from date of such advancement and the lien of this mortgage shall extend to and protest such advances and interest and if the same be not paid within thirty (30) days from date of advancement, the holder of the not secured hereby may at any time thereafter proced to foreclose this mortgage and all the indebtedness secured by said note shall become at once due and payable at the option of the holder thereof.

Non-compliance with any of the agreements made herein by the Mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fullfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and for eclose this mortgage, the institution of such suit being all the notice required.

FIFTH. Grantors agree that in case default occurs upon this mortgage indebtedness. or any part thereof, and suit is instituted to collect the same the sum of $\frac{1}{2}$ as per not(as a reasonable attorneys fee in addition to all other legal costs, as often as any legal proceedings are taken, to foreclose this mortgage for default in any of its covenants, or as of ten as the said mortgagors, or mortgagees may be made defendant in any suit affecting the title to said property which sum shall be and additional lien on said premises, and shall become due upon the filing of petition or cross petition or foreclosure.

SIXTH. Mortgagor further agrees that in the event action is brought to foreclose this mortgage for the purpose of collecting said indebtodness secured hereby, a receiver may be appointed by the court to take charge of the premises herein mortgaged, during the pendency of such action.

IN WITNESS WHEREOF. The caid mortgegor has hereunto set his hand on the 5 day of ^Lovember A. D. 1924. T. M. Olston. STATE OF OKLAHOMA,) ss. TULEA COUNTY.

Before me the undersigned a Notary Public, in and for said County and State on this 5th day of November 19:4. personally appeared F. M. Olston, a single man to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntery act and deed for the uses and purposes therein sot forth. IN WITNESS WHEREOF, I have herewnto set my hand and notarial scal the date above mentioned.

Beulah McAllister, Notary Public. My commission expires on the 16th day (SEAL) of January 1927.

Filed for record in Tulsa County, Tisa County, Oklahoma on Nov. 6, 1924 at 11:10 A. M. O'clock Recorded in book 499, page 133. By Brady Brown, Deputy.

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

271466-CW.

" t ' t'

O

49

RELE A S E

IN CONSIDERATION of the payment of the debt named therein, THE LOCAL BUILDING & LOAN ASSOCTATION OF OXLAHOMA CITY, OKLAHOMA, does hereby release the mortgage in the amount of \$500.00, bearing date the 9th day of November, 1921, made and executed by W. B. Cooper, a single man of the first part, to THE LOCAL BUILDING & LOAN ASSOCIATION, aforesaid, of the second part, and recorded in Book 365 of Mortgages, Page 392 of the records of Tulsa County, State of Orlahoma. Sovering: - South fifty (50) feet of east fifty (50) feet of lot two (2)

1. 1. 1. 1. 1. 135

1.1.1.4

11