

the payment or any judgment rendered on amount round due upon foreclosure or this mortgage.

And said party further expressly agrees that in case proceedings shall be begun to foreclose this mortgage the first party will pay to the plaintiff in such proceedings One Hundred Dollars as an attorney's fee, in addition to all other legal costs, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured. First party does hereby expressly waive appraisal of said real estate, should the same be sold under execution, order of sale, or other final process; waive all benefits of the stay or appraisal laws of Oklahoma.

An additional and collateral security for the payment of the said note the mortgagors hereby assigns to said mortgagee, his heirs and assigns, all the rights and benefits accruing to them under all oil gas or mineral leases on said premises; this assignment to terminate and become void upon release of this mortgage.

And said first party, does hereby release all rights and relinquish and convey all rights of homestead in said premises.

Witness to Signature.

George Brown.

STATE OF OKLAHOMA)

COUNTY OF MUSKOGEE) S.S.

Before me a Notary Public in and for the above named County and State on this 20th day of November 1909, personally appeared George Brown, a single man, to me personally known to be the identical person who executed the above mortgage and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

(seal)

G. M. Swanson, Notary Public.,  
Muskogee County, Oklahoma.

My commission expires June 30th, 1912.

Filed for record at Tulsa Dec. 2, 1909 at 11:50 O'clock A.M.

H.C. Walkley, Register of Deeds (SEAL)

RELEASE OF MORTGAGE.

IN CONSIDERATION of the payment of the debt named therein, I do hereby release Mortgage made by David O. Gillis and Barbara Gillis, his wife, to Alice G. Barrows, and which is recorded in Book 43 of Mortgages, Page 398 of the records of Tulsa County, State of Oklahoma, covering Lots One (1) and two (2) in Block One Hundred eighty six (186) and Lot seven (17) in Block One Hundred ninetyeight (198) all in the City of Tulsa, as shown by the Government survey and plat thereof in Tulsa County, State of Oklahoma.

Witness my hand this 30th day of November 1909.

Alice G. Barrows.

COMPALED