

and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits. And it is further expressly agreed that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay to said second party, its successors and assigns, a sum equal to Ten Dollars and Ten per cent Additional of the total amount due on said mortgage and on said notes, as attorneys fees for such foreclosure in addition to other legal costs and that such attorney's fee shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

In Witness Whereof the parties of the first part have hereunto set their hands the day and year first above written.

J.A.Kibby

Mamie E.Kibby

State of Oklahoma)
County of Tulsa,) ss. Before me the undersigned, a Notary Public in and
for said County and state, on this 27th day of January, 1923, personally appeared Bertha Manley to me known to be the identical person who executed the above and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

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

(SEAL) R.E.Thompson,

My Commission expires March 4, 1925

Notary Public.

State of Oklahoma)
Tulsa County,) ss. Before me the undersigned, a Notary Public in and
for said County and State, on this 26th day of January 1923, personally appeared J.A.Kibby and Mamie E.Kibby 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 use and purposes therein set forth.

(SEAL) R.E.Thompson

My Commission expires March, 4, 1925

Notary Public.

KNOW ALL MEN BY THESE PRESENTS: ^{ASSIGNMENT} That Bertha Manley of Tulsa County, in the State of Oklahoma, the within named mortgagee in consideration of the sum of One Dollar and other good and valuable considerations to her in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, Assign, Transfer, set over and Convey unto Exchange Trust Company, of Tulsa, Oklahoma its successors and assigns, the within mortgage deed, the real estate conveyed and the promissory notes debts and claims thereby secured, and covenants therein contained. TO HAVE AND TO HOLD the same forever, subject nevertheless, to the conditions therein contained. In Witness Whereof the said mortgagee has hereunto set her hand this 27th day of January, 1923.

Bertha Manley.

Filed for record in Tulsa County Tulsa, Oklahoma Jan 27th 1923 at 10:00 O'clock A.M.

By Brady Brown Deputy

(SEAL) O.G.Weaver County Clerk