

interest at the rate of ten per cent per annum, payable annually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes or assessments upon said property, judgments, mechanics' liens or other statutory lien or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of opinion to declare the debt due and foreclose this mortgage, as herein provided.

And ~~in~~ case of foreclosure hereof said first parties hereby agree to pay the sum of Seventy-five Dollars, attorneys' fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed and for the consideration above hereby expressly waive the appraisal of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 25th day of November 1922.

Charles Roe Keilty

Kathryn B. Keilty

STATE OF OKLAHOMA, }
County of Tulsa. } ss.

Before me, J. H. Hyde, a Notary Public in and for said County and State, on this 2d day of December 1922, personally appeared Charles Roe Keilty and Kathryn B. Keilty, 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.
My commission expires Jan. 30, 1923.

J. H. Hyde, Notary Public.

Filed for record in Tulsa, Tulsa County, Okla. Dec. 4, 1922, at 3:20 o'clock P.M. and recorded in Book 426, Page 289.

By F. Delman, Deputy. (Seal)

O. D. Lawson, County Clerk.

215465 O.M.J. -----
COMPARED ASSIGNMENT OF MORTGAGE.

FOR VALUE RECEIVED, I, Genieve Gunn, the undersigned, do hereby assign, transfer and set over without recourse on me in any event, to Gerald F. Benedict of Tulsa, Oklahoma, and his future assigns, all my right, title and interest in and to, one certain real estate mortgage, the indebtedness thereby secured, and the lands and tenements therein described, to-wit: One certain mortgage executed by H. Z. Sanders and Nora E. Sanders, his wife, to C. H. Overton, upon the following described property situate in the County of Tulsa, and State of Oklahoma, to-wit:

"The West One Hundred (100) feet of Lot Ten (10), in Block Fourteen (14), Orcutt Addition to the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof."

which said mortgage is dated the 23rd day of September, A.D. 1920, given to secure the payment of \$3,000.00 and the interest thereon and duly filed of record in the office of the Register of Deeds of Tulsa County, State of Oklahoma, and recorded in Book #265, on Page #379, together with note debt and claim secured by said mortgage and the covenants contained in said mortgage.

WITNESS, my hand and seal this 29th day of November, 1922.

Genieve Gunn

State of Oklahoma,
County of Tulsa. ss.