

43
 TREASURER'S ENFORCEMENT
 I hereby certify that I received \$1.00 and issued
 Receipt No. 710-3 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 8 day of Dec. 1922
 WAYNE L. DICKNEY, County Treasurer

ownership of the land herein mortgaged, default in payment of either principal or interest of any prior encumbrance, the holder of the notes 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 protect such advances and interest and if the same be not paid within thirty (30) days from date of advancement, the holder of the notes secured hereby may at any time thereafter proceed to foreclose this mortgage and all the indebtedness secured by said notes 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 fulfillment 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 foreclose 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 \$10 and ten per cent of the indebtedness of each note unpaid 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 often as the said mortgors or mortgagees may be made defendant in any suit affecting the title to said property which sum shall be an additional lien on said premises, and shall become due upon the filing of petition or cross petition or foreclosure.

SIXTH. Mortgagors further agree that in the event action is brought to foreclose this mortgage for the purpose of collecting said indebtedness 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 said mortgagors have hereunto set their hands on the 15th day of December, A. D. 1922.

Lucile Coats

H. C. Coats

ACKNOWLEDGMENT.

STATE OF OKLAHOMA,)
 TULSA COUNTY) SS.

Before me Ruth Martindale a Notary Public, in and for said County and State on this 26 day of December 1922 personally appeared Lucile Coats and H. C. Coats, her husband to me personally 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.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date above mentioned.

My Commission expires on the 21 day of June 1925 (SEAL) Ruth Martindale, Notary Public

ASSIGNMENT

For and in receipt of One (\$1.00) Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, I hereby sell, assign, transfer and convey to the EXCHANGE TRUST COMPANY, of Tulsa, Oklahoma, its legal representatives and assigns, the within real estate mortgage and promissory notes, debts and claims thereby secured and covenants therein contained, executed by Lucile Coats and H. C. Coats, her husband, on the 26th day of December, 1922, to J. D. Simmons, to secure the payment of Forty Five Hundred (\$4500.00) dollars,

IN WITNESS WHEREOF, the said J. D. Simmons has hereunto set his hand and seal this ----- day of January, 1923.

J. D. Simmons