

and in the event action is brought to foreclose this mortgage, a reasonable attorney's fee of not less than an amount equal to five per cent of the principal note or notes herein described shall be added, which this mortgage also secures.

And that said parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate and personal property and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

SIXTH: In case of any foreclosure of this mortgage no note secured hereby shall have any preference or priority over any other note and each note shall participate ratably with all the others in the proceeds of such foreclosure. Such proceeds shall be applied to the payment of the whole indebtedness and if not sufficient to pay the whole indebtedness, such proceeds shall be distributed ratably among the note holders in proportion to the amounts remaining unpaid on their respective notes, regardless of the due dates thereof.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands on the day and year first above mentioned.

Executed in duplicate and delivered in the presence of

Chas W. Grimes
Eva De Witt
Dan J. Davisson

Henry R. Ketchum
Gertrude H. Ketchum

STATE OF OKLAHOMA)
) SS.
COUNTY OF -----)
Seal reads-- Tulsa Co.

Before me, the undersigned, a Notary Public in and for Said County and State, on this 2nd day of January, 1925, personally appeared Henry R. Ketchum and Gertrude H. Ketchum, 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 herein set forth.

Witness my hand and official seal the day and year above set forth.

My commission expires Mch 17, 1925 (SEAL) Eva De Witt, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 2, 1925, at 1:10 o'clock P.M. in Book 454, page 20

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

217973 C. J.

ASSIGNMENT OF MORTGAGE

COMPARED

FOR VALUE RECEIVED, Thomas C. Swanson, of Tulsa, Oklahoma, the assignee named in the mortgage hereinafter mentioned, by these presents does hereby assign, transfer, sell, convey and set over unto his wife Dorothy Florian Swanson, of Tulsa, Oklahoma, her successors and assigns, all the right, title and interest in and to said mortgage, the promissory notes secured thereby, and all debts and claims mentioned either in said mortgage or said notes, and all his right, title and interest in and to the lands, tenements and hereditaments described in said mortgage, to-wit:

A mortgage executed by Dorothy Florian Swanson and Thomas C. Swanson, her husband, as mortgagors, to Mrs Josie Pennington, Mortgagee, on the 27th day of March, 1922, and filed for record on the 29th day of March, 1922, and recorded in book 358 at page 257 in the office of the county clerk in and for Tulsa County, Oklahoma (and subsequently assigned by Mrs. Josie Pennington, to Thomas C. Swanson- said assignment being filed for record September 25th, 1922)