

amount due thereon, and said attorney's fee shall become due and payable when this note is placed in the hands of an attorney for collection, and the sum so due shall become a part of the judgment and shall be secured by the lien of this mortgage and by any judgment or decree rendered thereon.

7. Said party of the first part for the consideration above mentioned hereby expressly waives the benefit of the stay laws and of the homestead exemptions of the state of Oklahoma.

8. It is expressly agreed and understood that the party of the second part shall have the right to pay and discharge at his option any and all liens or incumbrances upon said property prior or superior to this mortgage debt, and upon paying and discharging such lien or incumbrance the party of the second part shall be entitled to recover the same with interest at 10 per cent upon the amount so paid, from the party of the first part and said sum shall be and become a part of the mortgage debt secured by these notes and may be recovered in the foreclosure thereof at the option of the party of the second part.

IN WITNESS WHEREOF the said party of the first part has hereunto subscribed his name on the day and year first above written.

C. Lloyd Towers

STATE OF OKLAHOMA,)
COUNTY OF TULSA) ss.

Before me, Sara E. Marriott a Notary Public in and for said county and state, on this 15th day of January 1923, personally appeared C. Lloyd Towers, a single man to me known to be the identical persons who executed the within and foregoing instrument 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 on the date last above written.

My commission expires 10/30/24 (SEAL) Sara E. Marriott, Notary public
Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 16, 1923 at 2:40 o'clock P. M. in
Book 71, page 202
By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

219249 C.J.

COMPARED

ASSIGNMENT OF MORTGAGE

For Value Received, I hereby sell, assign, transfer and set over unto Frank ^a Xyminski, his heirs and assigns, without recourse on me, the mortgage made by Wm. M. Hough, and Mary A. Hough, the indebtedness thereby conveyed, which mortgage is recorded in Book 389 of Mortgages, on page 382 of the records of Tulsa County, State of Oklahoma, and covers lot six (6), in Block One (1), Highland Addition to the Town of Red Fork, Tulsa County, Oklahoma, in Tulsa County, State of Oklahoma.

S. K. Lesky

State of Oklahoma Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of January 1923, personally appeared S.K. Lesky, to me known to be the identical person who executed the within and foregoing instrument, 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 above set forth.

My commission expires Oct. 2, 1924 (SEAL) J. O. Chamber, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 16, 1923 at 3:30 o'clock P. M. in
Book 434, page 242
By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk