

addition to all expenses and damages incurred by it, a compensation of three per cent (3%) upon the gross rental and revenue derived from said property, such compensation to be paid to it each month from the rentals collected during said month.

Third. If said mortgagee shall take possession and control of said property it shall not be liable for any damages to persons or property growing out of or connected with the management, control or operation of said property, but all such damages shall be paid out of the rentals or revenue therefrom as is herein provided for the operating expenses thereof, and until such damages shall be so paid said trustee shall have the right to remain in possession thereof and manage and operate the same.

Fourth. Upon the full payment of principal and interest of the forty seven Thousand Dollars (\$47,000) notes above described and upon the full performance of the conditions and obligations in said mortgage and in this instrument undertaken, then this assignment shall be void and of no effect and thereupon and in that event said mortgagee shall release to said James Constantine and Olive Constantine, his wife, all its right, title and interest in and to said lease now acquired by virtue of this assignment.

Fifth. No waiver by said mortgagee of any default on the parts of said James Constantine and Olive Constantine, his wife, shall be held or constituted as a waiver of any other default, then, theretofore or thereafter existing.

Sixth. The provisions in this assignment may be enforced by the mortgagee without regard to whether it undertakes to enforce the provisions contained in said mortgage, and likewise the provisions in said mortgage may be enforced without regard to whether said mortgagee undertakes to enforce the provision of this assignment of rents --the purpose being that the rights conferred upon said mortgagee in each of said instruments are separate and independent of the rights conferred by the other instrument.

Seventh. The terms and conditions of this assignment may be amended or modified or canceled at any time by agreement between said mortgagee and said James Constantine and Olive Constantine, his wife, and it shall not be necessary in case of such changes to secure the consent thereto of the holders of said notes.

Eighth. All the agreements and stipulations herein undertaken and the rights herein conferred shall be binding upon and inure to the benefit of not only said parties respectively, but also their respective grantees, successors or assigns.

IN WITNESS WHEREOF, said James Constantine and Olive Constantine have hereto set their hands as of the 20th day of November 1922.

James Constantine

Olive Constantine

State of Oklahoma)
County of Tulsa) ss.

Before me, Geo M. Glossop, a Notary Public in and for said County and State, on this 20th day of November, 1922, personally appeared James Constantine and Olive Constantine, 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 the day and year above set forth.

My commission expires Oct 27, 1926

(SEAL) Geo M. Glossop, Notary Public

CONSENT TO ASSIGNMENT

E. M. BROWN and C. M. Morton and Palace Office supply company, Lessees in the above described lease do hereby acknowledge receipt of a copy of the foregoing assignment of same to the First National Company, Mortgagee, and do hereby consent to such assignment and do further accept, ratify and confirm all the provisions, covenants and conditions of the said