

\$1652.89

"COPY"

Tulsa, Oklahoma, March 14th 1923

For value received, I, we, or either of us promise to pay to the order of O. F. Lawless the sum of Sixteen hundred fifty two and 89/100 dollars (\$1652.89) in installments of Twenty-three & 90/100 Dollars, (\$23.90) per month; said installments to be paid on or before the 15th of day each and every month hereafter beginning the 15th day of April 1923. Deferred payments to bear interest at the rate of 8 per cent per annum from date until paid; interest payable monthly on deferred balance. If any of said installments become delinquent for 60 days the entire unpaid balance shall at once become due and payable at option of the holder. Negotiable and payable at the Exchange National Bank, Tulsa, Okla. This note is secured by Second mortgage on Lot 43 & 44 Block 3 in Orchard Addition to the City of Tulsa, Tulsa County Oklahoma according to the recorded plat thereof.

The makers and endorsers hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest, and agree that extensions of time for payment may be granted by the holders hereof without notice. In case of legal proceedings to collect this note, or in case this note is handed to an attorney for collection, I, we, or either of us, agree to pay ten per cent of the total amount herein, additional as attorney's fees. Maker shall have the right to pay any multiple of the installment at any installment payment date.

The money received on this note above described shall first be applied on interest on deferred payments and the balance shall be applied as principal.

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: that said first party hereby covenants and agrees to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of second party, buildings on said premises.

It is further expressly agreed, by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party of the first part hereby agrees that in the event action is brought to foreclose this mortgage will pay a reasonable attorney's fee of one hundred sixty-five and 29/100 DOLLARS which this mortgage also secures.

Party of the first part, for said consideration, does hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 14th day of March 1923.

Gertrude Hull

A S S I G N M E N T

Know all men by these presents;

That O. F. Lawless, of Tulsa County, in the State of Oklahoma, the within named Mortgagee, in consideration of the sum of \$1652.89 to me in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto the Exchange National Bank of Tulsa, its successors and assigns, the within mortgage deed, the Real Estate conveyed, and the Promissory note, Debts and claims thereby secured, and covenants therein contained.

To have and to hold the same forever, subject, nevertheless to the conditions therein contained.