

the said time of extension.

**COMPARED**

6. Said parties of the first part, hereby agree in event action is brought to fore-close this mortgage they will pay an attorney's fee of Ten Dollars (\$10.00), and 10 percent of the 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 parties of the first part for the consideration above mentioned hereby expressly waive appraisal of said real estate and the benefit of any the stay laws and of the homestead exemption 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 parties 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 parties of the first part have hereunto subscribed their names on the day and year first above written.

Nora B. Terrell

O. W. Terrell

STATE OF OKLAHOMA  
ss:  
COUNTY OF Tulsa

Before me, C. R. Thurlwell a Notary Public in and for said county and state, on this 6th day of March, 1923, personally appeared Nora B. Terrell and O. W. Terrell wife and husband 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 on the date last above written.

My commission expires July 18, 1923. (SEAL) C. R. Thurlwell - Notary Public  
Filed for record at Tulsa, Tulsa County, Oklahoma, March 7, 1923 at 8:00 o'clock A. M. and recorded in Book 444 Page 273.

By Brady Brown - Deputy (SEAL) C. G. Weaver p County Clerk.

223671-ACM

ASSIGNMENT OF MORTGAGE

**COMPARED**

Dated Mar. 6, 1923.

KNOW ALL MEN BY THESE PRESENTS:

That W. E. Bartlett in consideration of the sum of One Dollar and other valuable considerations <sup>Dollars</sup> to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto E. A. Steele his heirs and assigns, one certain mortgage, dated the 10 day of Sept. A. D., 1921, executed by Birdie Emerson an unmarried woman to W. E. Bartlett upon the following described property, situate in the County of Tulsa and State of Oklahoma, to-wit: Lots Seventeen (17) and eighteen (18) in block one (1) Orchard Addition to City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof given to secure the payment of \$3000.00 and the interest thereon, and duly filed for record in the office of the Register of Deeds of Tulsa County, Oklahoma, and recorded in Book 375 on page 147, on the 13 day of Sept, 1921, together with note, debt and claim secured by said mortgage and the covenants contained in said mortgage.