

**COMPARED**

shall be delinquent, the holder of said notes and this mortgage may, without notice to first parties elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said note according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay to said second party, its successors and assigns, a sum equal to Ten Dollars and Ten Per Cent additional of the total amount due on said mortgage and on said note as attorney's fees for such foreclosure, in addition to other legal costs, and that such Attorney's fee shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

IN WITNESS WHEREOF, the parties of the first part have herunto set their hands the day and year first above written.

Harry Montague

Lura Montague

**ASSIGNMENT**

KNOW ALL MEN BY THESE PRESENTS:

That E. R. Lindsey of Tulsa County, in the State of Oklahoma, the within named mortgage in consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is her by acknowledged to him in hand paid, the receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto EXCHANGE TRUST COMPANY, OF TULSA, OKLAHOMA, a Corporation, 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.

IN WITNESS WHEREOF, The said mortgage has herunto set his hand this 10th, day of April 1923,

E. R. Lindsey

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

BEFORE ME, the undersigned, a duly qualified and acting Notary Public, in and for said County and State, on this 10th, day of April 1923, personally appeared E. R. Lindsey, 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 seal the day and year last above written.

(seal) Joe W. McKee, Notary Public.

My commission expires. Feb. 6th, 1926

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS BEFORE ME, a Notary Public, in and for said County and State on this \_\_\_\_ day of April 1923, personally appeared Harry Montague and wife, Lura Montague, 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.

My commission expires March, 4, 1925.

(seal) R. E. Thompson, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma April 11th, 1923, at 3:10 P. M. and