

In event of failure of said first party to keep said premises free from judgements, mechanics' liens or other statutory liens or pay the interest on or principal of any prior mortgage on said premises when due or insurance premiums, taxes or assessments upon said property, said second party may pay the same, together with the penalties and interest thereon, and all sums so paid and the expense of continuation of abstract and all expenses and attorney's fees incurred by second party, or its assigns, by reason of litigation with third parties to protect the liens of this mortgage shall be recoverable against said first party with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes or assessments upon said property, judgements, mechanics' liens or other statutory liens or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payments be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of seventy five dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisal of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 12th day of June 1923,

Elijah J. Crider,  
John F. Rhodes,  
Rosa Crider,  
Pearl Rhodes.

State of Oklahoma )  
County of Creek ) SS  
Before me, the undersigned, a Notary Public, in and for said County and State, on this 12th day of June, 1923, personally appeared Elijah J. Crider and Rosa Crider, his wife, and John F. Rhodes and Pearl Rhodes, his wife, to me known to be the identical persons who executed the within and forgoing 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.

*My Commission expires October 20, 1924*  
(SEAL) J. H. Mitchell, Notary Public.

Filed for record in Tulsa County, Okla., on April 20, 1924, at 4:00 P.M. recorded in book 448, page 496, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

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#### ASSIGNMENT OF MORTGAGE

Know all men by these presents: That Gum Brothers Company, a corporation, the mortgagee named in a certain real estate mortgage dated the 28th day of February, 1924, executed by Dee Lake Dobson and Gilbert C. Dobson upon the following described real estate in Tulsa County, State of Oklahoma, to-wit;

Lot five in block six, in Elm Park addition to the City of  
Tulsa, according to the recorded plat thereof,

said mortgage being given to secure the payment of thirty five hundred dollars, and recorded in mortgage record 425, page 311, of the records of said county, in consider-