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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 part shall be entitled to the immediate possession and all rents and profits thereof.

Said first parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, will pay a reasonable attorney's fee of one hundred twenty five and no/100 (\$125.00) dollars which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemption and stay laws of Oklahoma.

Dated this 28th day of May, 1924.

C.E. Franklin,
Mable M. Franklin
Lena B. Wakefield.

State of Oklahoma)
County of Tulsa) SS

Before me, a Notary Public, in and for said County and State, on this 28th day of May, 1924, personally appeared C. E. Franklin & Mable M. Franklin, his wife & Lena B. Wakefield, to me personally 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 signature and official seal, the day and year last above written.

(SEAL) Jessie Lee Johnston, Notary Public.

My commission expires January 18, 1928.

ASSIGNMENT.

Know all men by these presents: That, Harry Montague, of Tulsa County in the State of Oklahoma, the within named mortgagee, in consideration of the sum of one dollar and other good and Valuable considerations, to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Exchange Trust Company, a corporation, its successors and assigns, the within mortgage 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 mortgagee has hereunto set his hand this 29th day of May, 1924.

Harry Montague.

State of Oklahoma, Tulsa County, SS,

Before me, the undersigned, Notary Public within and for said county and State, on this 29th day of May, 1924, personally appeared Harry Montague, to me known to be the identical person who executed the above assignment 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 official seal the day and year above set forth.