

COMPARED

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to wit: that said first parties hereby covenant and agree 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 part---- shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said 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 Forty dollars DOLLARS which this mortgage also secures.

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

Dated this 16th day of April, 1923.

I hereby certify that I received \$ 22 and to use
 Receipt No. 8901 therefor in payment of mortgage M. R. York
 tax on the within mortgage. C. T. York
 Dated this 17 day of April, 1923
 WAYNE L. DICKY, County Treasurer
 Deputy

STATE OF OKLAHOMA, }
 County of Tulsa } SS.

Before me, a Notary Public, in and for said County and State, on this sixteenth day of April 1923, personally appeared C. T. York and M. R. York, his wife 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.

My Commission Expires Sept 16th 1924

(SEAL)

Paul A. Wilson, Notary Public

A S S I G N M E N T

STATE OF OKLAHOMA, COUNTY OF TULSA, SS:

For and in consideration of One (\$1.00) dollar and other good and valuable considerations to me in hand paid, I hereby grant, sell and assign to EXCHANGE TRUST COMPANY, a Corporation, the within mortgage executed by M. R. York and C. T. York, her husband, on the 16th day of April, 1923, to B. B. Rhodes, and recorded in Book ----- at page ----- of the records of the County Clerk of Tulsa County, State of Oklahoma, together with the notes, lien and all claims secured by said mortgage.

WITNESS my hand this 17th day of April, 1923.

B. B. Rhodes

ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF TULSA, SS:

Before me, the undersigned, a Notary Public within and for said County and State, on this 17th day of April, 1923, personally appeared B. B. Rhodes, to me known to be the identical person who executed the above 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 official seal the day and year last above written.

My commission expires March 4, 1925

(SEAL)

R. E. Thompson, Notary Public