

COMPARED

450-

227802 C. J.

STATE OF OKLAHOMA, }

COUNTY OF TULSA }

COMPARED

Receipt by County Auditor for
 tax on the within instrument
 Dated this 17th day of April, 1923
 WAYNE L. DICKSON, County Treasurer
 Deputy

For One dollar and other valuable considerations, and as additional security for a loan of Forty-five Thousand (\$45,000.00) Dollars, represented by note of even date herewith, and a mortgage like wise of even date herewith, covering the following described real estate, situate in the County of Tulsa, State of Oklahoma, to-wit:

lots numbers Twelve (12) and Thirteen (13) in Block Eleven (11),
 in Lynch and Forsythe Addition to the City of Tulsa, Tulsa County,
 Oklahoma;

executed and delivered by the grantors to the grantee hereinafter named, which said loan is payable, principal and interest, in seventy-two (72) equal monthly payments of Eight Hundred and Eleven and 80/100 (\$811.80) Dollars each; the undersigned Edith H. Smittle & M. W. Smittle, and Harriett E. Smittle & A. E. Smittle of Tulsa, Oklahoma, hereby grant, convey, transfer and assign to The Georgia State Savings Association of Savannah, a corporation of Savannah, Georgia, and to its successors and assigns, all of their rights, title, interest and equities in, to and under any and all leases or rent contracts now held by them or now outstanding, or hereafter at any time acquired by them prior to the payment in full of the loan above described, covering or relating to the whole or any part of the property above described, and the improvements thereon as well as the rents, issues and profits to be derived therefrom. It is the intent and understanding of the parties hereto that the undersigned grantor shall be allowed to collect and use said rents so long as they shall pay regularly the monthly installments as they shall become due under the note and mortgage above mentioned, but in case they default on any of said installments, the grantee herein, its successors or assigns, shall at its option be authorized to place said property in the hands of a rental agent, to collect said rents, and to apply any and all rents so collected towards the liquidation and payment of all arrearages payable on the note and mortgage above mentioned and until said grantors place their account in good standing.

This instrument, however, shall not be construed to in any wise affect or impair or delay the enforcement of any rights, either of foreclosure or otherwise, which the grantee herein, its successors or assigns, may have under the note and mortgage above mentioned, but shall be construed as supplemental and in addition to the rights given by said instruments.

IN WITNESS WHEREOF, said Edith H. Smittle & M. W. Smittle, and Harriett E. Smittle & A. E. Smittle have executed this instrument the -----day of -----, A. D. 1923.

Edith H. Smittle

M. W. Smittle

Harriett E. Smittle

A. E. Smittle

STATE OF OKLAHOMA, }

COUNTY OF TULSA }

BEFORE ME, Reuben L. Partridge, a Notary Public in and for said County and State, on this 16th day of April, A. D. 1923, personally appeared Edith H. Smittle & M. W. Smittle and Harriett E. Smittle & A. E. Smittle to me known to be the identical persons who executed the within and foregoing instrument, and acknowledge 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, the day and year above set forth.

My Commission expires Oct 26, 1926

(SEAL)

Reuben L. Partridge, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Apr 17, 1923 at 11:30 o'clock A. M.

In Book 450, page 103 By Brady Brown, deputy

(SEAL)

O. G. Weaver, County clerk