

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.

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 party 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 they will pay a reasonable attorney's fee of ten per cent of principal sum of notes 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 in Oklahoma.

Dated this 20th day of April 1923

Clara T. Lyons

Thomas D. Lyons

STATE OF OKLAHOMA }
County of Tulsa } SS

Before me, a Notary Public, in and for said County and State, on this 20th day of April 1923, personally appeared Clara K. Lyons and Thomas D. Lyons, wife and husband 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.

WITNESS my hand and official seal, the day and year last above written.

My commission expires Sept 25, 1923

(SEAL) Edna B. Paris, Notary Public

ASSIGNMENT.

In consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations, to me paid, receipt of which is hereby acknowledged, I, E. J. BRENNAN, Mortgagee in the within and foregoing real estate mortgage, do hereby sell, assign, transfer, set over and convey unto The Liberty National Bank, of Tulsa, Oklahoma, a corporation, its successors and assigns, the within and foregoing real estate mortgage covering Lots 20, in Block 5 in Brookside Addition, to the City of Tulsa, Tulsa County, Oklahoma, together with the notes therein described and the indebtedness evidenced thereby.

DATED this 23 day of April 1923

(SEAL) E. J. Brennan

Mortgagee

STATE OF OKLAHOMA, }
COUNTY OF TULSA, } SS.

Before me, a Notary Public, in and for said county and state, on this 23 day of April 1923, personally appeared E. J. BRENNAN, to me known to be the identical person who executed the within and foregoing 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 last above written.

My commission expires April 6, 1927

(SEAL) Bertha Taylor, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 25, 1923 at 4:00 o'clock P. M.
in Book 450, page 213

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk