

belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Chas. N. Simon has this day executed and delivered his certain promissory note in writing to said party of the second part, described as follows: One note for \$1000.00 dated June 30th 1923 and due in sixty days with interest at ten per cent from maturity.

NOW, If said party of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note, mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

IN WITNESS WHEREOF, The said party of the first part/^{has}herunto set his hand the day and year first above written.

Chas. N. Simon

STATE OF OKLAHOMA, Tulsa COUNTY, ss.

Before me, the undersigned, a Notary public, in and for said county and state, on this 30th day of June 1923, personally appeared Chas. N. Simon, a single man, to me known to be the identical person who executed the within 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.

My commission expires October 21st, 1923. (SEAL) Mrs. M. W. Nickell

Filed for record at Tulsa, Tulsa County, Oklahoma, July 6, 1923 at 9:40 o'clock A.M. and recorded in Book 457 Page 624

By Brady Brown - Deputy

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

235102-ACM

COMPARED ASSIGNMENT OF RENTS

This contract made and entered into this 30th, day of June 1923, by and between Chas. N. Simon, as party of the first part and Claude Sample as party of the second part.

Witnesseth: that whereas, the said Chas. N. Simon has this day borrowed of said Claude Sample, the sum of One Thousand (\$1000.00) Dollars and has given his promissory note due in sixty days secured by a mortgage on lot nine in block fourteen in Burgess Hill addition to Tulsa, Oklahoma, Now therefore for the purpose of better securing the payment of said note and mortgage the said Chas. N. Simon does hereby assign to said Claude Sample the rents on said above described premises until said note is paid in full.

In witness whereof the said Chas. N. Simon has signed his name this 30th day of June 1923.

Chas. N. Simon

State of Oklahoma
County of Tulsa. ss

Before me, a notary public, on this 30th day of June 1923, personally appeared Chas. N. Simon to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and