

party of the second part, his heirs or assigns, said sum of money in the above described note, together with the interest thereon, according to the terms and tenor of the same, then these presents 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, or if the taxes or assessments levied against said premises or any part thereof, or the taxes assessed against the said second party or any assignee of said note or the debt secured thereby or if the insurance is not paid, the second party may pay the same, and the amount so paid shall become a part of this indebtedness and the whole of said sum or sums and interest thereon shall, and by these presents does become due and payable, and shall bear ten (10) per centum interest per annum, 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 waive (or) not waive appraisalment, of the option of the said second part his heirs and assigns.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

R. T. Herndon

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss.

Hereby certify that I received \$1,250 and issued Receipt No. 2856 therefor in payment of mortgage tax on the within mortgage.

Dated this 6 day of June 1922
Wayne F. Dickey, County Treasurer
H. Harritt

Before me, the undersigned, a Notary Public, in and for said County and State on this 31st day of May 1922, personally appeared R. T. Herndon and --- 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.

Given under my hand and seal the day and year last above written.

My commission expires Jan. 23, 1926

(SEAL) Ona Cook, Notary Public

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That G. W. Herbold of Tulsa County, Oklahoma, the within named mortgagee in consideration of the sum of ONE THOUSAND & FIFTY & NO/100 DOLLARS to me in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set out and convey unto C.H. Terwilleger heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note debts and claims thereby secured, and the 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 19th day of July 1923.

G. W. Herbold

State of Oklahoma, Oklahoma County, ss.

Before me, Joe Ann Lewellen a Notary Public in and for said County and State, on this 19th day of July 1923 personally appeared G.W. Herbold to me known to be the identical person who executed the above 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 notarial seal on the day and date last above written.

My commission expires April 6, 1927
201208

(SEAL) Joe Ann Lewellen, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 31, 1922, at 1:20 o'clock P. M.

in Book 358, page 341

By Chas. Haley, Deputy

(SEAL) O. G. Weaver, County Clerk