interest at the rate of ten (10) percent per amum.

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FIFTH. Should Default be made in the payment of said monthly sums, or of any of said fines, or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage and in said note and said by-laws and should the same, or any part thereof, remain unpaid for the period of six (6) months, then the aforesaid principal sum of \$7,500.00 dellars, with all arrearages thereon, and all penalties, taxes and insurance premiums, shall, at the option of said mortgagee or of its successors or assigns, become payable immediately anything hereinbefore contained to the contrary notwith standing. In the event of legal proceedings to foreclose this mortgage the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten (10) percent per annum in lieu of the further payments of monthly installments.

SIXTH. The said mortgagors shall pay to the said mortgagee or to its successors or assigns, a reasonable attorney's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants or as often as the said mortgagors or mortgagee may be made defendant in any suit affecting the title to said property, which sum shall be an additional lien on seid premises. SEVENTH . As further security for the indebtedness above recited the mortgagor here by assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installment the mortgagee or legal representative may collect said rents and crodit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a receiver by the court. IN WITNESS WHEREOF, the said mortgagor has hereunto set his hand and seal on the

30 day of July A. J. 1923.

J. H. Erbelding

STATE OF OKLAHOIM)) as. Tulsa County)

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Before me, George P. Bonnette, a Notary Public in and for said County and State, on this 6th day of ^August 1923, personally appeared J. H. Ervelding, a single person 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.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date above mentioned.

My commission expires on the 9th day of July, 1927 (SEAL) George P. Bonnette, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, Aug 6, 1923 at 3:50 o'clock P. M. in Book 464, page 534

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk 237449 C.J. COMPARED ASSI GNIENT OF MORTGAGE (INDIVUDUAL) KNOW ALL MEN BY THESE PRESENTS: Dated August 6th, 1923

That I, J. W. Boles of Tulsa, Okla. for and in consideration of the sum of One Collar (\$1.00) and other good and valuable considerations to be in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Walters, Walters & McBride their heirs and assigns, one certain mortgage, dated the 1th. day of June A. D. 1923, executed by Louis Newman and Mary Newman to J. W. Boles upon he following described property, situate in the County of Tulsa and State of Oklahoma, towit;

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