

object or purpose, and this lease shall not be assigned without the written consent of the party of the first part, except to bona fide purchaser, except to continue said business.

**COMPARED**

It is further provide that in the event of the assignment to creditors by the party of the second part, or either of them, or the institution as bankruptcy proceedings against the party of the second part, or either of them, such events or either of them shall forthwith and of itself cancel and hold for naught this lease, and all rights thereunder, and possession of said property shall immediately, by such act or acts, pass to the party of the first part at his option.

The party of the second part further agrees that after the expiration of the time given in this lease, to-wit: the 24th day of May, 1924, without notice from first party to give possession of said portion of said building to said party of the first part, loss by fire alone excepted. The destruction of the building on said premises by fire shall work a termination of this lease.

The parties hereto agree that lease shall continue for one year from May 24, 1924, on same terms and conditions unless second party shall notify first party in writing 30 days prior to said date (May 24, 1924) that he desires to surrender said lease.

In witness whereof, the parties have hereunto set their hands and seals \_\_\_\_\_ for the day and year first above written.

Jas. E. Calvert  
Frank S. Foster.

State of Oklahoma)  
County of Tulsa ) SS

Be it remembered, that on this 5th day of September, in the year of our Lord one thousand nine hundred and twenty three, before me, a Notary Public, in and for said county and state, personally appeared Frank S. Foster, 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 official signature and affixed my notarial seal the day and year first above written.

(SEAL) Paula Wilson, Notary Public.

My commission expires Sept. 16, 1924.

Filed for record in Tulsa County, Okla: Sept. 5, 1923, at 1:50 P.M. recorded in book 467, page 490, Brady Brown, Deputy.

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

239404 - BH

**ASSIGNMENT OF MORTGAGE.**

Know all men by these presents: That Gum Brothers Company, a corporation, the mortgagee named in a certain real estate mortgage, dated the 18th day of April 1923, executed by Lewis Barnett and Florence Barnett, upon the following described real estate in Tulsa County, State of Oklahoma, to-wit: Lot five, and the west 10 feet of the vacated alley adjoining said lot, in Block thirteen, in Broadmoor addition to the City of Tulsa, according to the recorded plat thereof, said mortgage being given to secure the payment of five thousand dollars and recorded in mortgage record 425, page 194 of the records of said county, in consideration of the sum of five thousand dollars, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Penn Mutual Life Insurance Company, the above described mortgage, the note, bond, debt and claim thereby secured and the covenants therein contained.