

rate of ten per cent per annum, payable annually and be secured by this mortgage; and it is expressly understood and agreed that the payment by said second party, its successors or assigns, of insurance premiums, taxes or assessments upon said property, judgments, mechanics' liens or other statutory lien or interest on or principal of any prior mortgage on said premises shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of option to declare the the debt due and foreclose this mortgage, as herein provided.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of seventy five dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisement of said real estate and all benefits of the homestead and stay laws of said state.

Dated this 16th day of July, 1923.

Ross Simpson,
Mary E. Simpson,

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 17th day of July, 1923, personally appeared Ross Simpson and Mary E. Simpson, husband and wife, 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 and for the uses and purposes therein set forth.

Witness my hand and official seal.

(SEAL) C. C. McGilbray, Notary Public.

My commission expires Jan. 12, 1926.

Filed for record in Tulsa County, Okla. on July 30, 1923, at 3:45 P.M. and duly recorded in book 467, page 66. By Bray Brown, Deputy,

(SEAL) O.G. Wesver, County Clerk:

COMPARED

236920 - 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 1st day of June, 1923, executed by Amy Arnold and Charles E. Arnold upon the following described real estate in Tulsa County, State of Oklahoma, to-wit:

The north half of lot twenty and all of lot twenty one, in Block five, in Ridgewood addition to the City of Tulsa, according to the recorded plat thereof,

said mortgage being given to secure the payment of eight thousand dollars, and recorded in Mortgage Record 425, page 203, of the records of said county, in consideration of the sum of eight thousand dollars, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Fidelity Mutual Life Insurance Company, the above described mortgage, the note, bond, debt and claim thereby secured and the covenants therein contained.

In witness whereof, the said corporation has caused these presents to be signed by its Vice-President, attested by its Secretary, and its corporate seal to be affixed

467