

made by Neal B. Patton and M.S. Patton, in favor of Abe Smith and Ben Moskowitz;

~~UNPAID~~ Note No. 21, dated June 13, 1922, in the sum of \$66.66, due on or before March 13, 1924, bearing interest at the rate of 8 per cent per annum from date, payable at maturity, made by Neal B. Patton and M.S. Patton in favor of Abe Smith and Ben Moskowitz;

Note No. 23, dated June 13, 1923, in the sum of \$66.67, due on or before May 13, 1924, bearing interest at the rate of 8 per cent per annum from date, payable at maturity, made by Neal B. Patton and M. S. Patton, in favor of Abe Smith and Ben Moskowitz;

Note No. 25, dated June 13, 1922, in the sum of \$66.67, due on or before July 13, 1924, bearing interest at the rate of 8 per cent per annum from date, payable at maturity, made by Neal B. Patton and M. S. Patton in favor of Abe Smith and Ben Moskowitz;

Note No. 27, dated June 13, 1922, in the sum of \$66.66, due on or before September 13, 1924, bearing interest at the rate of 8 per cent per annum from date, payable at maturity, made by Neal B. Patton and M. S. Patton, in favor of Abe Smith and Ben Moskowitz;

Note No. 29, dated June 13, 1922, in the sum of \$66.67, due on or before November 13, 1924, bearing interest at the rate of 8 per cent per annum from date, payable at maturity, made by Neal B. Patton and M.S. Patton, in favor of Abe Smith and Ben Moskowitz;

and which said notes are secured by a certain mortgage dated June 13th, 1922, and of record in Book 389, on page 373 in the office of the Register of Deeds of Tulsa County, Oklahoma, made to and by the parties to said notes above set forth, on the following described real estate, to-wit;

Lot Three (3) in Peoria Acres Addition to Tulsa, Tulsa County, Oklahoma, a subdivision of part of the East Half (E/2) of Lot One(1) in Section Nineteen (19) Township Nineteen (19) North, Range Thirteen (13) East, according to the recorded plat thereof;

and which said mortgage is also security for the payment of certain other notes, a portion of which have been paid, the remaining notes being held by the said Abe Smith, one of the assignees herein, as follows;

Note No. 18, Note No. 20, Note No. 22, Note No. 24, Note No. 26, and Note No. 28, belonging to the series of notes which the above mentioned mortgage was given to secure; said notes are in amounts of \$66.67 and \$66.66 respectively, totalling the sum of Four Hundred (\$400.00) dollars, the first of which is payable December 13, 1923 and the others falling due the 13th day of February, April, June, August and October, 1924, respectively, all of said notes bearing interest at the rate of 8 percent per annum from date, payable at maturity, made by Neal B. Patton and M.S. Patton, in favor of Abe Smith and Ben Moskowitz;

All of the notes hereinbefore mentioned, together with said mortgage, are owned solely by the said Abe Smith and Ben Moskowitz; assignees herein, and they are sole holders of same.

NOW, THEREFORE, for and in consideration of the amount hereinbefore mentioned, we hereby consent and agree that said notes herein described be sold, assigned and delivered to the second party, J. Lyons, shall be and are a first and principal lien upon the real-estate described in said mortgage. We further consent and agree that said other notes described herein for the aggregate or principal sum of Four Hundred (\$400.00) Dollars shall be and are a second lien against said above described real estate, and that in the event of foreclosure of said mortgage by the lawful holder of the notes herein and hereby assigned, or either of them, for default in payment or breach of any other of