

on the premises in good condition; commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

FOURTH. Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw, interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

SEVENTH. Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 17th day of August. 1923.

Liebra N. Billington, nee Kimmison

Morris R. Billington

[illegible]

Before me, V. A. Kinnison a Notary Public in and for said County and State, on this 17th day of August 1923, personally appeared Elieura N. Billington, nee Kinnison, and Morris R. Billington, her husband 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 for the uses and purposes therein set forth.

Witness my hand and official seal, the day and year above set forth.

My commission expires March 1, 1927 (SEAL) V. A. Kinnison, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Aug. 18, 1923 at 8:15 o'clock A.M.
in Book 468, page 76

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

238285 C. J. COMPARED

ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That John K. De Graffenreid, the mortgagee named in a certain mortgage bearing date the 20th, day of April 1923, made and executed by A. W. Payne and Ida L. Payne, his wife, on the following described land in the County of Tulsa, State of Oklahoma, to-wit:

Lot Three (3) in Block Two (2) of Ozark Heights addition to the City of Tulsa,
according to the recorded plat thereof.

to secure the payment of \$1650.00 exclusive of interest , recorded in Volume 424 of