

for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments for not paid before delinquent the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorneys fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 7th, day of September, 1923,

R. H. Agard.

Ruth I. Agard.

STATE OF OKLAHOMA

COUNTY OF TULSA

SS

Before me, a Notary Public, in and for the above named County and State, on this 7th, day of September, 1923 personally appeared R. H. Agard, and Ruth I. Agard, his 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 for the uses and purposes therein set forth,

WITNESS MY SIGNATURE AND OFFICIAL SEAL, the day and year last above written.

My Commission expires March 31- 1926.

(seal)

Iva Latta Notary Public.

Filed for Record in Tulsa, Tulsa County, Oklahoma, September 8- 1923 at 11:30 O'Clock A. M., and Recorded in Book 474, Page, 156.

By Brady Brown Deputy.

(seal)

O. G. Weaver, County Clerk,

#239654 EC

ASSIGNMENT OF RENTS;

COMPARED

KNOW ALL MEN BY THESE PRESENTS ; That for and in consideration of the sum of one dollar to us in hand paid, and of other good and valuable consideration, the receipt of which is hereby acknowledged, we R. H. Agard and Ruth I. Agard, husband and wife, of Tulsa County, Oklahoma, do hereby assign and set over to M. Hughes, Trustee for the Southwestern Mortgage Company of Roff, Pontotoc County, Oklahoma, all rentals, profits and emoluments accruing to or arising from the followings real estate situated in the County of Tulsa, and State of Oklahoma. to-wit; Lot Seven (7), Block Seven (7), Highlands Second Addition to the City of Tulsa.

And the said M. Hughes, trustee shall have power to collect the rents on said property, to make rental contracts, to cancel same; to eject tenants, to make repairs, to pay taxes and insurance from the proceeds of said rents, and to do and perform any and all acts in connection with said property, which we ourselves might do or perform in person, it being the purpose of this assignment to give the said M. Hughes, trustee, control of the rentals of the above property that same may be applied on the first mortgage of \$2750.00 and any other indebtedness which may hereafter be placed against the property held by the said Southwestern Mortgage Company of Roff, Oklahoma, and this assignment shall be irrevocable so long as said indebtedness or any part thereof exists. The said M. Hughes, trustee, shall after the rents and buildings in connection with said property, and to pay said agent a reasonable compensation for his services,

Witness my hand this 7th, day of September, 1923,

R. H. Agard

Ruth I. Agard.

STATE OF OKLAHOMA

COUNTY OF TULSA

SS

Personally appeared before me, the undersigned Notary Public in and for Tulsa County, Oklahoma, on this 7th day of September, 1923, R. H. Agard and Ruth I. Agard, husband and wife, to me well known to be the persons who signed and executed the above and foregoing instrument