

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 sum 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 provision 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 appraisalment of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma,

Dated this 14th, day of March 1923,

Mary K. Putman,

J. K. Putman,

COMPARED

STATE OF OKLAHOMA? )

) SS

TULSA COUNTY )

Before me, V. A. Kinnison a Notary Public in and for said County and State, on this 14th, day of March 1923, personally appeared Mary K. Putman and J. K. Putman her husband to me known to be the identical person 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 last above set forth,

My Commission expires March 1- 1927

(seal)

V. A. Kinnison Notary Public,

Filed for Record in Tulsa, Tulsa County, Oklahoma, September 13- 1923 at 4.00 O'Clock P. M. and Recorded in Book 474, Page 183,

By Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk

#239982 EC

ASSIGNMENT OF MORTGAGE;

COMPARED

KNOW ALL MEN BY THESE PRESENTS;

That I, J. M. Berry as the owner and holder of, and the person named as mortgagee in a certain real estate mortgage bearing date the 22nd, day of March 1923, and made, signed and executed by Elnora H. Scherer and A. J. Scherer, as mortgagors, on the following described real estate situate in the County of Tulsa and State of Oklahoma, to-wit;

Lot One (1) Block Wan (100 Lynch and Forsythe Addition to the City of Tulsa according to the recorded plat thereof;

which mortgage was filed for record and recorded in the office of the Register of Deeds of said Tulsa County, in book 435 of Mortgages, at page 290 for a valuable consideration, do hereby sell, assign, and transfer said mortgage, and the indebtedness secured thereby, to Central National Bank of Tulsa, of the County of Tulsa and State of Oklahoma, and all my right, title and interest in and to the mortgaged premises therein described,

Witness my hand this 27th, day of March, A. D. 1923, J. M. Berry.

STATE OF OKLAHOMA COUNTY OF TULSA. SS

Before me, Amy M. Walton, a Notary Public in and for said County and State, on this 27th, day of March 1923 personally appeared J. M. Berry and 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 TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above mentioned,

My Commission expires June 12- 1923

(seal)

Amy M. Walton Notary Public,