

475

SIXTH. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said second party and his assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent per annum

SEVENTH. It is further agreed that on the filing of any petition to foreclose this mortgage the first parties shall pay a reasonable attorney's fee of not less than One Hundred Dollars, and the same to be secured by this mortgage and to be taxed as a part of the costs in said action.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Pauline E. Olson nee Pitts

Gifford Olson

State of Oklahoma, Muskogee County, ss.

Before me the undersigned Notary Public in and for said County and State on this 27th day of September 1923, personally appeared PAULINE E. OLSON nee PITTS and GIFFORD OLSON, Wife and 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 written.

My commission expires Feb. 28, 1924

(SEAL)

Bert Pitts, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sept 28, 1923 at 4:20 o'clock P. M.
in Book 475, page 261

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

241111 C. J.

ASSIGNMENT OF MORTGAGE
(INDIVIDUAL)

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

Dated Sep 24, 1923

That A. E. Barrus in consideration of the sum of Four Hundred & no/100 DOLLARS to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer set over and convey unto J. E. Paymol his heirs and assigns, one certain mortgage, dated the 15th day of April A. D. 1920, executed by G. P. White, a single man, to A. E. Barrus upon the following described property, situate in the County of Tulsa and State of Oklahoma, to-wit:

All of Lots Thirty-One and Thirty-Two (31 & 32) in Block Three (3)
in Bullette's Addition to Tulsa, Oklahoma, as shown by the recorded plat
thereof,

given to secure the payment of \$400.00 and the interest thereon, and duly filed for record in the office of the Register of Deeds of Tulsa County, Oklahoma, and recorded in Book 342 on page 366, on the 21st day of April, 1920, together with note debt and claim secured by said mortgage and the covenants contained in said mortgage.

IN WITNESS WHEREOF, he has hereunto set his hand and affixed ----- seal the day and year first above written.

A. E. Barrus

STATE OF OKLAHOMA,

County of Tulsa

} SS.

BE IT REMEMBERED, That on this 24th day of Sept in the year of our Lord one thousand nine hundred and Twenty Three (23) before me, a Notary Public in and for said County