

475

and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of eight (8) per cent per annum, until paid, and this mortgage shall stand as security 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 are 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 attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first party waives notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisement laws.

IN WITNESS WHEREOF, said party of the first part has hereunto set her hand the day and year first above written.

Julia M. Bigelow

M. A. Bigelow

STATE OF OKLAHOMA, Tulsa COUNTY, SS.

Before me, K.G. Manning a Notary Public in and for said County and State, on this 18th day of October 1923, personally appeared Julia M. Bigelow and M. A. Bigelow 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 official hand and seal the day and year above set forth.

My commission expires July 24, 1927 (SEAL) K. G. Manning, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Oct 24, 1923 at 8:00 o'clock A. M. in Book 475, page 636

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

242919 C. J.

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS:

COMPARED

That, W. R. MILLER on this 15th day of October, 1923, for and in consideration of the sum of One and no/100 DOLLARS and other valuable considerations, the receipt whereof is hereby acknowledged, does hereby assign, sell, transfer and set over unto JOHN LANE, an undivided one eightieth interest of his right, title and interest, in and to an OIL & GAS MINING LEASE, given and executed by Wm. Douglas Lee, Orena Lee, Henry Hornecker, Belle Hornecker & R. H. Hughes to W. R. Miller of Tulsa, Oklahoma, dated 5th day of April, 1923, and recorded at Tulsa, Okla. with the Register of Deeds on the 9th day of May, 1923, in Book 441 of page 529, and covering the following described property, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section Eighteen (18) in Township Sixteen (16) North, Range Thirteen (13) East, containing 160 acres, more or less, situated in Tulsa County, Okla.

TO HAVE AND TO HOLD unto the said JOHN LANE successors or assigns, according to the terms and conditions in said lease. The said W. R. MILLER is to perform all the conditions and covenants mentioned in said lease.

That he is the lawful owner and holder of said Oil and Gas Mining Lease, and the same is free from all incumbrances, and that he has good right and title to sell and assign the same.

IN WITNESS WHEREOF, he hereunto sets his hand and seal the day and year first above writtn.

W. R. Miller