

But if default be made in the payment of any of said notes when due or in case of default in the performance of or refusal to observe any of the covenants, agreements or conditions herein contained, the entire principal sum hereby secured and all the interest that may be due thereon, may, at the option of the mortgagee and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed to enforce the payment of such notes, including costs, charges and fees herein mentioned or contemplated and the mortgagee, upon the filing of a petition for the foreclosure of this mortgage, shall be entitled to the immediate possession of the above described premises.

Said mortgagors waive notice of election to declare the whole debt due as above provided, and also the benefit of stay, valuation and appraisement laws. All of the covenants, agreements and terms contained herein shall be binding on the mortgagors, their heirs, personal representatives and assigns, and shall be for the benefit of the mortgagee, its successors and assigns.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands the day and year first above written.

Esther D. Payne, nee Gravitt

Gus E. Payne

STATE OF OKLAHOMA, }  
County of Tulsa. } ss.

COMPARED

Before me, Caroline Baker, a Notary Public in and for said County and State, on this 28<sup>th</sup> day of September, 1923, personally appeared Esther D. Payne, nee Gravitt, and Gus E. Payne, 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 in said County and State, the day and year last above written.

My commission expires 10-31-1923. (Seal)

Caroline Baker, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 28, 1923, at 3:35 o'clock P.M. and recorded in Book 479, Page 130.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

241078 G.M.J.

#### ASSIGNMENT OF MORTGAGE.

COMPARED

In consideration of Thirty-six Hundred Dollars, receipt whereof is hereby acknowledged, Leonard and Braniff, a corporation, of Oklahoma City, Okla. does hereby assign, transfer and set over without recourse, warranty or representation, unto The Calvert Mortgage Company all its right, title and interest in and to one real estate mortgage, the indebtedness thereby secured, and the lands and tenements therein described, to-wit: One certain mortgage executed by George H. Coe and Esther H. Coe husband and wife, as mortgagors, in favor of Leonard and Braniff, a corporation dated the 17th day of August 1923, and covering

Lot Five (5) in Block Four (4) in Barton Addition to the city of Tulsa, according to the recorded plat thereof.  
in Tulsa County, Oklahoma, which mortgage is duly recorded in mortgage record No. 257 at page 315 in the office of the County Clerk of Tulsa County, Oklahoma.

In Testimony Whereof, Leonard and Braniff, a corporation, has caused its name to be signed hereto by its president, under its corporate seal and attested by its Secretary, this 17th day of September A.D. 1923.

Attest: J. C. Leonard, Secretary. (Cor. Seal)

Leonard and Braniff,

STATE OF OKLAHOMA, Oklahoma County, ss.

By T. E. Braniff - *President*