

the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required.

FIFTH. Grantors agree that in case default occurs upon this mortgage indebtedness or any part thereof, and suit is instituted to collect the same the sum (see note) as a reasonable attorneys fee in addition to all other legal costs, as often as any legal proceedings are taken, to foreclose this mortgage for default in any of its covenants, or as often as the said mortgagors or mortgagees may be made defendant in any suit affecting the title to said property which sum shall be and additional lien on said premises, and shall become due upon the filing of petition or cross petition or foreclosure.

SIXTH. Mortgagors further agrees that in the event action is brought to foreclose this mortgage for the purpose of collecting said indebtedness secured hereby, a receiver may be appointed by the court to take charge of the premises herein mortgaged, during the pendency of such action.

IN WITNESS WHEREOF, The said mortgagors have hereunto set their hands on the 18<sup>th</sup> day of October A.D. 1923.

Grady Gilkey

Lottie Gilkey

COMPARED

#### ACKNOWLEDGMENT.

STATE OF OKLAHOMA, )  
Tulsa County. ) ss,

Before me the undersigned, a Notary Public, in and for said County and State on this 18<sup>th</sup> day of October, 1923, personally appeared Grady Gilkey and Lottie Gilkey, husband and 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.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the date above mentioned.

(Seal)

Beulah McAllister, Notary Public.

My commission expires on the 16th day of January, 1927.

Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 25, 1923, at 9:00 o'clock A.M. and recorded in Book 479, Page 301.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

243013 C.M.J.

#### ASSIGNMENT OF MORTGAGE.

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That I, George T. McGlasson, the mortgagee named in a certain mortgage bearing date of October 11, 1923, made and executed by Mrs. L. A. Davenport a widow on the following described real estate in the County of Tulsa, State of Oklahoma, to-wit:

Lots Twenty-seven (27) and Twenty-eight (28) Block Seven (7) in Forrest Park Addition to the city of Tulsa, State of Oklahoma, as per the re-amended plat on record thereof.

to secure the payment of \$400.00; recorded in Volume of Mortgages, page-- for value received, do hereby sell, assign, transfer and convey all my right, title and interest therein, and the debt secured thereby to Fidelity Investment Company.

In witness whereof I have hereunto set my hand this 12 day of October 1923.

George T. McGlasson, Mortgagee

STATE OF OKLAHOMA, )  
Tulsa County. ) ss.

On this 12 day of October 1923, before me, the undersigned, a notary public within and for the County and State aforesaid, personally appeared George T. McGlasson to me known to be the identical person who executed the above assignment and acknowledged to me that he