

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: that said first parties hereby covenanted and agreed to pay all taxes and assessments of said land when the same shall become due and keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of second party, buildings on said premises.

It is further expressly agreed, by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or any interest installments, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage maybe foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage -- will pay a reasonable attorney's fee of Two hundred and No/100 Dollars which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 28th day of August, 1923.

W. Howarth

Floyd O. Howarth

COMPARED

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

Before me, a Notary Public, in and for said County and State, on this 1st day of September 1923, personally appeared W. Howarth and her husband Floyd O. Howarth to me personally 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 signature and official seal, the day and year last above written.  
My commission expires May 25, 1927. (Seal) Chas. Schwartz, Notary Public.

#### ASSIGNMENT.

I hereby assign the within mentioned note No. 3 for Seven Hundred and Fifty Dollars (\$750.00) dated August 28th, 1923 due in Twelve Months from date to G. W. Webster.

Theodore Cox

State of Oklahoma, )  
County of Tulsa. ) ss.

Before me, a Notary Public, in and for said County and State on this 24th day of September, 1923, personally appeared Theodore Cox, to me personally 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.

Witness my signature and official seal, the day and year last above written.  
My commission expires April 3rd, 1927. (Seal) Frank A. Deaver, Notary Public.  
Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 25, 1923, at 8:40 o'clock A.M.  
and recorded in Book 479, Page 94.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

240765 C.M.J.

ASSIGNMENT OF MORTGAGE.  
(INDIVIDUAL)

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

Dated September 21, 1923.

That R. M. McCreery in consideration of the sum of One and No/100 Dollars to him in