

and the amounts so paid shall be a lien on the premises aforesaid and be secured by this mortgage and be collected in the samemanner as the principal debt hereby secured. If said principal debt shall not be paid when due, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same become due, or should said mortgagors commit waste on said described premises, then the said note and all sums by this mortgage secured shall immediately become due and payable without notice, and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent of the amount hereby secured, in no event being less than Fifty Dollars, the sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of any of the conditions herein to the immediate possession of said premises and to the rents and profits thereof, and, the said mortgagor hereby covenant and agree to give the peaceable possession thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute proceedings in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the court to preserve the same and collect the rentals and profits therefrom without regard to the question of value. All moneys paid on taxes, assessments and insurance as above provided shall draw interest at ten per cent per annum from the date of payment thereof by the mortgagee until paid. In case of the foreclosure of this mortgage and the sale of the property mortgaged under such foreclosure, the same may be sold with or without appraisalment, at the option of the holder hereof. All homestead exemptions and stay laws are hereby expressly waived, The foregoing conditions being performed this conveyance to be void, otherwise in full force and effect.

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

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 02 and issued

Roy Hays Receipt No. 12347 hereof in payment of mortgage  
tax on the within mortgage.

Emma Hays Dated this 8 day of Nov 1923  
W. W. Weaver, County Treasurer

COMPARED

STATE OF OKLAHOMA, Tulsa County, ss.

BEFORE ME, a Notary Public in and for said County and State, on this 6 day of Nov. 1923 personally appeared Roy Hays and Emma Hays 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. My Commission expires July 24, 1926 (SEAL) J. T. Chamblee, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 7, 1923 at 9:00 o'clock A. M. in Book 480, page 187

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

243974 C.J.

## ASSIGNMENT OF MORTGAGE

COMPARED

In consideration of Twenty Eight 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 W. H. Wood and Ollie Wood husband and wife, as mortgagors, in favor of Leonard and Braniff, a corporation dated the 10th day of October 1923, and covering Lot 3, Block 3, Harbour 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. 267 at page No. 338, 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 25th day of October A. D. 1923.