

or any interest thereon is not paid when the same becomes due and payable, or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors or assigns, or if any taxes or assessments are not paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first party, elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said notes, according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

COMPARED

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first part--- shall pay to said second party, its successors and assigns, a sum equal to Ten Dollars and Ten Per Cent additional of the total amount due on said mortgage and on said notes, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fee shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

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

Leslie Rogers

State of Oklahoma Tulsa County, ss.

Before me, a Notary Public in and for said County and State on this 21st day of November, 1923 personally appeared Leslie Rogers to me 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 for the use and purposes therein set forth.

My Commission expires Oct. 27, 1926

(SEAL)

Jess McInnis, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Nov. 22, 1923 at 1:50 o'clock P. M.
in Book 480, page 383

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

245092 C.J.

ASSIGNMENT OF MORTGAGE

COMPARED

FOR VALUE RECEIVED, Harry C. Peiker, the mortgagee named in the mortgage hereinafter mentioned, by these presents does hereby assign, transfer, sell, convey and set over unto Exchange Trust Company heirs and assigns, all the right, title and interest in and to said mortgage, the promissory notes secured thereby, and all debts and claims mentioned either in said mortgage or said notes, and all its right, title and interest in and to the lands, tenements and hereditaments described in said mortgage, to-wit:

A mortgage executed by Leslie Rogers, a single man, as mortgagors, to said Harry C. Peiker mortgagee, on the 21st day of November 1923, and filed for record on the ----day of November, 1923, and recorded in Book----- at page ----- in the office of the County Clerk in and for Tulsa County, Oklahoma, upon the following described real estate in Tulsa County, Oklahoma, to-wit:

The North fifty-four and 2/10ths (54.2) feet of the South One Hundred Eight and 2/10ths (108.2) feet of Lot Thirteen (13) in Block Five (5) in Terrace Drive Addition to the City of Tulsa, Oklahoma, according to the recorded

plat thereof-

and the said Harry C. Peiker does hereby represent and warrant that at the time of the delivery of this assignment and the endorsement of the notes secured by said mortgage, he is