

FOURTH; If said mortgagors make default in the payment of any of the payment of the aforesaid taxes or assessments, or in procuring and maintaining insurance as above covenanted, said mortgagee, its successors or assigns may pay such taxes and effect such insurance, and the sums so paid shall be a further lien on said premises under this mortgage, payable forthwith with interest at the rate of Ten per cent per annum.

COMPARING

FIFTH; Should default be made in the payment of said monthly sums, or of any of said fines or taxes, or insurances premiums or any part thereof, when the same are payable as provided in this mortgage and in said note and said by-laws, and should the same, or any part thereof, remain unpaid for the period of Six months, then the aforesaid principal sum of Twenty Five Hundred and No/100 (\$2500.00) Dollars, with arrearages thereon, and all penalties, taxes and insurance premiums shall, at the option of said mortgagee, or of its successors or assigns become payable immediately thereafter; anything hereinbefore contained to the contrary thereof, notwithstanding, in the event of legal proceedings to foreclose this mortgage, the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the further payments of monthly installments,

SIXTH; The said mortgagors shall pay to the said mortgagee or to its successors or assigns the sum of Two Hundred Fifty and No/100 (\$250.00) Dollars, as a reasonable attorney's fees 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 mortgagee may be made defendant in any suit affecting the title of said property, which sum shall be an additional lien on said premises,

SEVENTH; As further security for the indebtedness above recited the mortgagor hereby assigns the rentals of the above property mortgaged to the mortgagee and in case of default in the payment of any monthly installments the mortgagee or legal representative may collect said rents and credit the sum collected said rents and credit the sum collected less cost of collection, upon said indebtedness, and these promises may be enforced by the appointment of a Receiver by the Court, Signed and delivered this 24th, day of October 1923,

H. J. Schouweiler

Margaret Schouweiler

STATE OF OKLAHOMA: TULSA COUNTY) SS

Before me, Chas B. Rawson a notary public in and for said County and State on this 25 day of Oct., 1923, personally appeared H. J. Schouweiler and Margaret Schouweiler 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 on the date last above mentioned,

My commission expires April 8, 1924 (seal)

Chas B. Rawson, Notary Public,

Filed for Record in Tulsa, Tulsa County, Oklahoma, November 13- 1923 at 11:40 O'Clock A. M., and Recorded in Book 481. Page 11.

By Ebad Brown Deputy.

(seal)

O. G. Weaver County Clerk

#244404 EG

ASSIGNMENT OF MORTGAGE : (individual)

KNOW ALL MEN BY THESE PRESENTS;

Dated May 10th, 1921

That Theodore Hayden in consideration of the sum of Fifteen hundred \$ Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer set over and convey unto Mrs F. G. Hudson, Dolevan N. Y, her heirs and assigns, one certain mortgage, dated the 3rd day of March A. D. 1921 executed by Wm Viner to Theodore Hayden, upon the following described property, situate in the County of Tulsa, and State of Oklahoma. to-wit;