

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 installment, 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 by due and payable, and this mortgage may be 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 one hundred fifty (\$150.00) dollars, which this mortgage also secures.

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

Dated this 7th day of January, 1924.

Jennie H. Martinis,
E. L. Martinis.

State of Oklahoma }
County of Tulsa } SS Before me, a Notary Public, in and for said County and State on this 7th day of January, 1924, personally appeared Jennie H. Martinis and E. L. Martinis, wife and husband, to me personally 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.

Witness my hand and official seal the day and year last above written.

(SEAL) W. H. Westerman, Notary Public.

My commission expires Feb. 6, 1927.

ASSIGNMENT.

Know all men by these presents: That C. H. Hastings, of Tulsa County, in the State of Oklahoma, the within named mortgage, in consideration of the sum of one (\$1.00) dollar, to him in hand paid the receipt whereof is hereby acknowledged, does hereby sell, assign transfer, set over and convey unto Exchange Trust Company, a corporation, of Tulsa, Oklahoma, its successors and assigns, the within mortgage deed, the real estate conveyed, and the promissory notes, debts and claims thereby secured, and covenants therein contained.

To have and to hold the same forever, subject, nevertheless, to the conditions therein contained.

In witness whereof the said mortgagee has hereunto set his hand this 8th day of January 1924.

C. H. Hastings.

ACKNOWLEDGEMENT TO ASSIGNMENT.

State of Oklahoma }
County of Tulsa } SS Before me, the undersigned, a Notary Public within and for said County and State, on this 8th day of January, 1924, personally appeared C. H. Hastings, to me known to be the identical person who executed the above and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

(SEAL) Arthur B. Crawford, Notary Public.

My commission expires June 15, 1926.

Filed for record in Tulsa County, Okla. on Jan. 8, 1924, at 2:45 P.M. recorded in book 481, page 276, Brady Brown, Deputy, (SEAL) O. G. Weaver, County Clerk.