

said first parties have this day executed and delivered their certain promissory note in writing to said party of the second part, described as follows: One note date January 26th, 1924, for the sum of \$1000.00 due and payable to the order of Jennie C. Rosen on January 26th, 1925, and bears interest at the rate of 10 per centum per annum until paid, interest payable annually.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part her heirs or assigns, said sum of money in the above described note, mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof are not paid when same are by law made due and payable the whole of said sum or sums, and interest thereon, shall then become due and payable and said party of the second part shall be entitled to possession of said premises And said part of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

In witness whereof the said parties of the first part have hereunto set their hands the day and year first above written.

L. C. Wiggins;  
Thelma M. Wiggins.

State of Oklahoma, Tulsa County) SS Before me the undersigned, a Notary Public, in and for said County and State, on this 26th day of January, 1924, personally appeared L. C. Wiggins and Thelma M. Wiggins, his wife, 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 purpose therein set forth.

(SEAL) Elizabeth Hall,

My commission expires October 9th, 1926.

Filed for record in Tulsa County, Okla. on Jan. 31, 1924, at 10:30 A.M. recorded in book 481, page 500, by Brady Brown, Deputy, D

(SEAL) O.G. Weaver, County Clerk.

250265 - BH

**COMPARED**

ASSIGNMENT OF MORTGAGE.  
(Individual)

Dated January 28th, 1924.

Know all men by these presents:

That Clara C. Smith, in consideration of the sum of one dollar and other good and valuable considerations, -dollars - to me in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto W. V. Biddison, his heirs and assigns, one certain mortgage dated the 18th day of April, A.D. 1923, executed by J. A. Duff and Elizabeth Duff, his wife, to Clara C. Smith, upon the following described property, situate in the County of Tulsa and State of Oklahoma, to-wit: The west 35 feet of lot seven (7) and the east 40 feet of lot eight (8) block three (3) of Sunset park addition to the City of Tulsa, according to the recorded plat thereof, given to secure the payment of \$3500.00 and the interest thereon, and duly filed for record in the office of the Register of Deeds of Tulsa County, Oklahoma and recorded in book 439, on page 327, on the 18th day of April, 1924, together with note debt and claim secured by said mortgage and the covenants contained in said mortgage.

In witness whereof, I have hereunto set my hand and affixed my seal the day and year