

and the sum of \$562.50, being interest due monthly on said sums borrowed, said sums of money amounting in the aggregate to \$997.50, payable on the 20th day of each and every month, for a term of 120 months from date of said note.

COMPARED

Said payments payable at the office of A. J. Hmel, 231, Iowa Building, Tulsa, Oklahoma, for the account of Farm and Home Savings and Loan Association of Missouri, and as additional security for the performance by said James Constantine, and Olive Constantine, his wife, of all the covenants and obligations undertaken by them in said mortgage aforementioned, executed by said James Constantine, and Olive Constantine, his wife, to Farm and Home Savings and Loan Association of Missouri, which said note and mortgage were dated January 19th, 1924, and filed for record in the office of the County Clerk of Tulsa County, Oklahoma.

The right is hereby reserved and granted to said James Constantine and Olive Constantine, his wife, however, to collect the rentals and other sums which may accrue under said lease and to enforce the provisions thereof as long as there is no default whatever on their part in the due performance of all the covenants and in the payment of all the sums undertaken by them in said notes and said mortgage.

Second. If said James Constantine and Olive Constantine, his wife, shall fail in any respect to pay the amounts and perform the obligations which they have undertaken in said note or in said mortgage, or in this agreement, then and in every such case, said mortgagee shall have the right at any time, without any legal proceedings whatever, to enter upon and take possession of said premises, and exercise all the rights herein conferred upon it, and directly or through its agents, collect all rents and revenues, under said lease or any other lease then in existence, pay all expenses of the operation and management of the property out of such revenues and shall apply the net ^{rentals} results thus obtained from said property to the payment of the indebtedness and performance of the obligations of said James Constantine and Olive Constantine, his wife, as aforesaid, and in such order as said mortgagee may determine including costs and expenses as said mortgagee maybe obliged to incur in thus enforcing its rights as assignee, and will account for, and pay over to said James Constantine and Olive Constantine, his wife, any amounts realized by it from ^{rents} debts collected under ^{said} leases in excess of the amounts so applied to the payment of said indebtedness and the performance of said obligations.

In case said mortgagee exercises the right herein conferred upon it of taking possession and control of said property, it shall receive for its services in connection therewith, and in addition to all expenses and damages incurred by it, a compensation of three per cent (3%) upon the gross rental and revenue derived from said property, such compensation to be paid to it each month from the rentals collected during said month.

Third: If said mortgagee shall take possession and control of said property, it shall not be liable for any damages to persons or property growing out of connected with the management, control or operation of said property, but all such damages shall be paid out of the rentals or revenue therefrom as is herein provided for the operating expenses thereof, and until such damages shall be so paid such mortgagee shall have the right to remain in possession thereof and manage and operate the same.

Fourth. Upon the full payment of principal and interest of the seventy five thousand dollars (\$75,000.00) note above described and upon the full performance of the conditions and obligations in said mortgage and in this instrument undertaken, then this assignment shall be void, and of no effect and thereupon and in that event said mortgage shall release to said James Constantine and Olive Constantine, his wife, all its right title and interest in and to said lease now acquired by virtue of this assignment.

Fifth. No waiver by said mortgagee or any default on the parts of said James Constantine