and Olive Constantine, his wife, shall be held or condtituted as a waiver of any other default, then theretofore or thereaften existing.

Sixth. The provisions in the assignment may be enforced by the nortgages without regard to whether it undertakes to enforce the provisions contained in said mortgage, and like wise the provisions in said; mortgage may be enforced without regard to whether said mortgages undertakes to enforce the provision of this assignment rents, the purpose being that the rights conferred upon said mortgages in each of said instruments are separate and independent of the rights conferred by the other instrument.

Seventh The terms and conditions of this assignment may be amaded or modified or canceled at any time by agreement between soid mortgagee and said James Costantine and Olive Constantia his wife, and it shall not be necessary to case of such change to secure the consent thereto of the holders of said note.

Eighth. All the agreements and stipulations herein undertaken and the rights herein conferred shallbe binding upon and inure to the benefit not only of said parties respectively but also their respective grantees, successors or assigns,

In witness thereof, said James Constatine and Olive Constantine have hereunts set their hands as of the 8th day of February, 1924.

James Comstantine. Olive Constantine.

State of Oklahoma)

Tulse County On this 8th day of February, 1924, b efore the undersigned a notary public within and for Tulse County, Oklahoma, personally appeared James Constantine and Olive Constantine, 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 purposes therein set forth.

(SEAL) Mary M. Miller, Notary Public,

My commission expires July 16, 1924.

Filed for record in Tulse County, Okla. on Feb. 14, 1924, at 11:30 A.M. recorded in book 481, Page _____Brady Browb, Deputy:

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

251129 - BH

 $c_{OMP_{ARED}}$

481

RELEASE OF REWAL ASSIGNMENT.

Know all men by these presents:

That whereas on the 20th day of Nwember, 1922, a certain assignment of lease was executed by James Constantine and Olive Constantine, his wife, to the First National Bompany of St. Louis, Missouri, asid assignment being recorded in book No. 434, at page No.490, of the records of Tulas County, Oklahoma and evering a certain lease executed by said James Constantine and Olive Constantine, his wife, to E. M. Brown, and C. M. Morton, covering a portion of a certain building located at 611 South Boston Ave., in the city of Tulas, said lease being dated Jay 18th, 1922, and a certain lease executed by James Costantine and Olive Constantine, his wife, to Palace Office Supply Company, a corporation, also covering a portion of the certain building located at 611 South Boston Avenue, Tulas, Oklahoma, said lease being dated November, 6th, 1922

Whereas, this assignment of these two leases was given for the purpose of securing a certain mortgage to said First National Company, a corporation, of St. Louis, Missouri, dated November 4th,1922, and covering the following described property, to-wit:

Lot six (6) in block one hundred sixty four (164) or aginal townsite of Tulsa, Tulsa County, Oklahoma,