

possession of said premises and of said property . And it is further agreed, that if foreclosure proceedings be instituted , an Attorney's fee of ten per cent additional shall be allowed the said fee in any case to be at least Twenty-five Dollars and taxed as costs in said case. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantors or assigns, and the amount so paid shall be a lien on said mortgaged premises, and shall bear interest at the same rate specified herein, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner the said note and the whole of said sum shall immediately become due and payable.

Witness our hands, this 27<sup>th</sup> day of December A. D. , 1923

George W. Fancher

Eva M. Fancher

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) ss.

Before me, the undersigned a Notary Public in and for said County and State, on this 31st day of December , 1923 personally appeared George W. Fancher and Eva M. Fancher, 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.

Witness my hand and Notarial seal at Tulsa in the County and State aforesaid, the day and year last above written.

My commission expires July 21, 1927 (SEAL) Lydia M. Bickford, Notary Public  
Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 3, 1924 at 4:30 o'clock P. M. in Book 482, page 319

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

248164 C.J. COMPARED ASSIGNMENT OF RENTS

WHEREAS, George W. Fancher and Eva M. Fancher, his wife, have obtained a loan of Fifteen Hundred and 00/100 DOLLARS from THE OKLAHOMA SAVINGS AND LOAN ASSOCIATION, of Oklahoma City, Oklahoma, upon the following described real estate, to-wit:

Lot Fifteen (15) in Block Four (4) East Lynn Add. to Tulsa, in the County of Tulsa and the State of Oklahoma, and have executed a mortgage thereon to secure said loan, and desires to further secure the same by an assignment of the income, rents and profits of said real estate, with the buildings and improvements thereon.

NOW, THEREFORE, in consideration of the sum of One (\$1.00) Dollar to me in hand paid, the receipt of which is hereby acknowledged, and as part of the consideration for the aforesaid loan, we do hereby assign, transfer and set over to the said Oklahoma Savings and Loan Association of Oklahoma City, Oklahoma, the rents, profits and income to be derived from said premises and the buildings and improvements thereon, with the right of said Association, in case of default in the payment of said debt or any part thereof, in accordance with the terms of said mortgage, or failure to comply with any of its conditions, to demand, collect, receive and receipt for such rents and profits, and take possession of said premises without having a receiver appointed therefor, and rent the same from time to time, and apply the net proceeds of such rents and profits upon said indebtedness, until such time as said loan shall have been paid in full by the application of said rents and profits, or otherwise.

Dated this the 27 day of December 1923.

George W. Fancher