

any part thereof, or any interest thereon is not paid when the same becomes due and payable, or if such insurance is not effected and maintained and the certificates or policies delivered to said second party, its successors or assigns, or if any taxes or assessments are paid before the same shall be delinquent, the holder of said notes and this mortgage may, without notice to first parties, elect to declare the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said note, according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay to said second party, its successors and assigns, a sum equal to Ten Dollars and Ten Per Cent additional of the total amount due on said mortgage and on said note, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fee shall be a lien upon the premises hereinbefore described, and a part of the debt secured by this mortgage.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written.

O. F. Lawless

Ada M. Lawless

State of Oklahoma, Tulsa County, ss.

Before me, the undersigned, a Notary Public in and for said County and State on this 27th day of December, 1923, personally appeared O. F. Lawless and Ada M. Lawless 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.

My commission expires Dec. 22, 1924. (Seal)

O. T. Scott,

Filed for record in Tulsa, Tulsa County, Oklahoma, Jan. 8, 1924, at 2:20 o'clock P.M. and recorded in Book 483, Page 107.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk,

248576 C.M.J.

MORTGAGE ASSIGNMENT.

KNOW ALL MEN BY THESE PRESENTS:

That W. S. Ward, as the owner and holder of a certain Real Estate Mortgage bearing date the 26th day of April, A.D. 1923 and executed by L. Wright and F. B. Freeman as mortgagors on the following described real property situated in the County of Tulsa and State of Oklahoma, to-wit:

All of Lot Thirty Four (34) in Block Thirty Six (36) in West Tulsa, an addition to the city of Tulsa, Oklahoma, according to the recorded plat thereof. which mortgage was filed for record in the office of the Register of Deeds of said County, in Book 408 of Mortgages, at page 395, for a valuable consideration do hereby Sell, Assign, and Transfer said mortgage, and the indebtedness secured thereby to The West Tulsa State Bank, West Tulsa, Okla. and all my right, title and interest in and to the mortgaged premises therein described.

Witness my hand this 7th day of January, A.D. 1924.

W. S. Ward

State of Oklahoma,

Tulsa County. ss.