

of the aforesaid real estate and the said Stock; and the said Grantee shall be entitled to the 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 taxes 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 do 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 13th day of February A.D. 1924.

H. D. Smittle

Delia Smittle

INDIVIDUAL ACKNOWLEDGMENT.

STATE OF OKLAHOMA,)
County of Tulsa.) ss.

Before me the undersigned a Notary Public in and for said County and State, on this 13th day of February, 1924 personally appeared H. D. Smittle and Delia Smittle, 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 21st, 1927. (Seal)

Lydia M. Bickford, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 14, 1924, at 1:50 o'clock P.M. and recorded in Book 483, Page 275.

By Brady Brown, Deputy. (Seal)

O. C. Weaver, County Clerk.

251165 C.M.J.

ASSIGNMENT OF RENTS.

COMPARED

WHEREAS, H. D. Smittle and Delia Smittle, his wife have obtained a loan of Thirty-six 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 Ten (10) in Block Twelve (12) Hillcrest Addition 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