

first party with ten per cent interest, and that every such payment is secured hereby, and that in case of foreclosure hereof and as often as any foreclosure suit may be filed, the holder hereof shall recover from the first party an attorneys fee of \$25.00 and ten per cent upon the amount due, or such different sum as may be provided for by said notes, which shall be due upon the filing of the petition in foreclosure and which is secured hereby, together with expense of examination of title in preparation for foreclosure, Any expense incurred in litigation or otherwise, including attorney fees and abstract of title to said premises, incurred by reason of this mortgage or to protect its liens, shall be repaid by the mortgagor or assigns, with interest thereon at ten per cent per annum, and this mortgage shall stand as security thereof,

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure to pay when due any sum interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part or its assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises and to collect and apply the rents thereof, less reasonable expenditures to the payment of said indebtedness, and for this purposes the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived or not at the option of the holder of this mortgage;

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In construing this mortgage the words "first party" and "second party" wherever used shall be held to mean the persons named on the preamble as parties hereto,

Dated this 14th day of Febry- 1924

Chas Nash

STATE OF OKLAHOMA)
TULSA COUNTY) SS

Pearl Nash

Before me, the undersigned a Notary Public in and for said County and State, on this 14th, day of Febry, 1924 personally appeared Charles Nash and Pearl Nash wife of Charles Nash 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 official seal the day and year last above written

My commission expires June 1-1924 (seal)

R. P. Elliott Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma April 26- 1924 at 2:45 P. M. and

Recorded in Book 484, Page 339.

By Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk

#256856 EC

ASSIGNMENT OF MORTGAGE;

COMPARED

FOR VALUE RECEIVED; Henry H. Parks, the mortgagee named in the mortgage hereinafter mentioned, by these presents does hereby assign, transfer, sell convey and set over unto EXCHANGE TRUST COMPANY, a corporation, of Tulsa, Oklahoma, its successors and assigns, all the right title and interest in and to said mortgage, the promissory notes secured thereby, and all debts claims mentioned either in said mortgage or said notes, and all its right, title and interest in and to the lands, tenements and hereditaments described in said mortgage, to-wit;

A, mortgage executed by Mabel Alice Perry and R. E. Perry, her husband, as mortgagors,