

gage Company of Roff, Oklahoma, and this assignment shall be irrevocable so long as said indebtedness or any part thereof exists. The said M. Hughes trustee, shall have power under this assignment to employ a rental agent to look after the rents and buildings in connection with said property, and to pay said agent a reasonable compensation for his services.

And the said M. Hughes trustee shall have power to enter upon and take possession of the above property for the purpose of executing the trust herein established.

The said J. E. Driver and Beatrice Driver, his wife, hereby waives all homestead rights to the above property under the laws of the State of Oklahoma.

WITNESS our hands this 22nd day of April, 1924.

J. E. Driver

Beatrice Driver

State of Oklahoma)
County of Tulsa) SS.

Personally appeared before me, the undersigned, Notary Public in and for Tulsa County, Oklahoma, J. E. Driver and Beatrice Driver, husband and wife, to me known as the persons who signed and executed the above and foregoing instrument of writing, and acknowledged to me that they executed the same as their own free and voluntary act and deed, for the purposes and consideration as therein set forth, Executed this 22nd day of April, 1924. My Commission expires Feb., 11th, 1928 (SEAL) M. Branson, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Apr 28, 1924 at 4:20 o'clock P. M. in Book 487, page 457

By Brady Brown, Deputy

(SEAL):

O. G. Weaver, County Clerk

256830 C.J.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$, 60. and issued Receipt No. 14687 therefor in payment of money tax on the within mortgage.

Dated this 28 day of April 1924

W. W. Stockey, County Treasurer

Deputy

REAL ESTATE MORTGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That J.E. Driver and Beatrice Driver, his wife, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to Southwestern Mortgage Company, Roff, Okla. party of the second part, the following described real estate and premises situated in County, State of Oklahoma, to-wit:

Lot Ten (10) in Block One (1) Crutchfield Addition to the City of Tulsa,

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of ONE THOUSAND ## DOLLARS, with interest thereon at the rate of ten per cent. per annum payable semi-annually from date according to the terms of five certain promissory notes described as follows, to-wit:

One note of \$500.00, one of \$200.00 and three of \$100.00, all dated April 21st. 1924 and all due in three years.

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee One Hundred ## Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; and fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage. and the amount thereon shall be recovered in said