but in the event the party of the first part elects to rescind said contract, he shall mail a notice five days prior to the time when such election becomes effective, addressed to the party of the second part at Route 9 Tulsa Okla., and within five days after the mailing of said notice the party of the second part may reinstate the contract by the payment of all delinguent installments due to date, but in no other manner. In the event the perty of the first part shall elect to collect the balance of the purchase price due under this contract the same shall constitute a lien upon said property and he may foreclose said lien and shall in that event be entitled to the immediate possession of said property and shall have a lien upon the rents and profite the reof and be entitled to the appointment of a receiver, and in said proceedings to foreclose the party of the first part shall, upon the institution thereof, be entitled to an attorney's fee in such sum as the court may deem reasonable.

Fifth . Party of First Part will furnish abstract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract of Sale the day and year first above written.

> George C. Frickel Party of the First Part. G. L. Faidley Party of the Second part.

STATE OF OKLAHOMA, TULSA COUNTY, SS.

BEFORE ME, a Notary Fublic, in and for said County and State, on this 10 day of May, 1923, personally appeared George C. Frickel and G. L. Faidley, to me known as 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 above set forth.

My Commission expires: Jan 23, 1926 (SEAL) Eugene E. Henneg, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, June 7, 1924 at 9:00 o'clock A. M. in Book 488, page 388

UNITED STATES of AMERICA

By Brady Brown, Deputy

WANNER PROPERTY

NUMBER

2974-6

260087 C.J.

٢

 $\bigcirc$ 

 $\bigcirc$ 

()

( )

488

## ASSIGNMENT OF REAL ESTATE MORTGAGE

(SEAL)

BANK \*\*\*\*\*\*

EXCHANGE TRUST COMPANY TULSA, OKLA. NATIONAL\* TRUST BANK \* COMPANY

DODLARS 4,500.00 TREASURER'S ENDORSEMENT

O. G. Weaver, County Clerk

I berely cost of this francived \$ .... and 1 pit of in payment of morigage De Alex Pier. true e a time a state V е. 192 Lanca this - . . F W. ... Rey, County Treasurer

instant

389

KNOW ALL MEN BY THESE PRESENTS. That for value received Exchange Trust Company, Beputy corporation, of Tulss, Oklahoma, does hereby assign, Transfer and set over to Illinois Life Insurance Company, and assigns, all its right, title and interest in and to one certain real estate mortgage the indebtedness thereby secured and the lands and tenements therein described. to wit:

One certain mortgage executed by Laura Parks, a widow, individually, and as Trustee and Independent Executrix of the Estate of G. F. Parks, deceased to EXCHANGE TRUST COMPANY, a orporation, of Tulsa, Oklahoma, for the sum of \$4,500.00 on the 10th day of May, 1924 upon the following Real Estate situated in Tules County, State of Oklahoma, to wit:

Southwest Quarter of Section Thirty-six (36) Township Nineteen (19) North, Pange Ihirteen (13) East, of the Indian Base and Meridian,

which said mortgage was duly filed for record and recorded in Book No. 328 at page No. 425 in the Office of the County Clerk. Ex officio Register of Deeds of Aulsa County, State of Oklahom

To le