

as follows, to-wit:

Jenks Oklahoma 12-14-1923

Five months after date I promise to pay to the order of J. Gomez Engel the sum of \$135.00/100 in monthly installments with \$35.00 for the first & \$25.00 each for the successive 4 installments with interest from date at the rate of ten per cent per annum, & a reasonable Attorney fees in the event of foreclosure & said note is for the balance of the purchase price of the land above described.

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit: that said first party hereby covenants and agrees to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of second party, buildings on said premises.

It is further expressly agreed, by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party of the first part hereby agrees that in the event action is brought to foreclose this mortgage will pay a reasonable attorney's fee of Twenty five & no/100 DOLLARS which this mortgage also secures.

Party of the first part, for said consideration does hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma.

Dated this 19th day of Feb 1923.

David C. Guthrie

STATE OF OKLAHOMA     )  
                                  ) SS.  
County of Tulsa     )

Before me, a Notary Public, in and for said County and State, on this nineteenth day of Feb 1923, personally appeared David C. Guthrie and ---- to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me, that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my signature and official seal, the day and year last above written.

My Commission Expires April 5th 1926     (SEAL)     A. M. Engel, Notary Public

#### ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J. Gomez Engel of Jenks, Okla. Tulsa County, in the State of Oklahoma, the within Mortgagee, for and in consideration of One Dollar and other good and valuable consideration to me in hand paid, receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey without recourse unto Dorah L. Engel, her heirs and assigns, the mortgage deed recorded in Book 488 Page 404, of Records in Tulsa County, State of Oklahoma, conveying the following premises: Lot 22 in Block 47 in the town of Jenks, according to the recorded plat & survey thereof, and all right, title and interest in and to the real estate conveyed and the promissory note, debts and claims secured thereby, and covenants therein contained.

IN WITNESS WHEREOF, The said Mortgagee has hereunto set his hand this 11 day of June 1924.

J. Gomez Engel