

from the date of such payment or expenditure.

FIFTH. It is further understood and agreed that should the property covered by this mortgage be sold or transferred without the written consent of the mortgagee, that the indebtedness secured by this mortgage shall immediately become due and payable at the option of the mortgagee.

SIXTH, Should default be made in the payment of any sum as herein provided, or in the performance of any condition as herein agreed, for a period of two months, after demand for such payment or performance is made, then all sums secured by this mortgage shall at the option of the Company ^{become} due and payable immediately, and the Company may at its option institute foreclosure proceedings without further demand or notice. And upon the filing of proceedings to foreclose this mortgage, all indebtedness hereby secured shall bear interest from such filing date at the rate of ten per cent per annum, payable semi-annually, and in case of foreclosure it is agreed that all legal and necessary expenses and costs, together with the sum of \$150.00 as attorney's fee shall be added to all amounts due under this mortgage and included in the decree of foreclosure.

SEVENTH, It is further understood and agreed that as additional security for the debt secured by this mortgage, party of the first part hereby assigns to said Company all rentals and income of whatsoever kind and nature earned by said property and upon default of any of the conditions enumerated herein said Company may at its option collect said rentals and income and apply same on the debt secured by this mortgage.

EIGHTH, It is further agreed that said Company may at any time it may deem itself insecure, apply against any indebtedness secured by this mortgage the accumulated sum accreted to the stock assigned as collateral security.

IN WITNESS WHEREOF, The said mortgagors have hereunto signed their names this the 13th day of February, 1925.

Henry A. RoBards

Marguerite RoBards

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of February, 1925, personally appeared Henry A. RoBards and Marguerite RoBards 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.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal on the date above mentioned.

My commission expires on the 6th day of May, 1928.

Grilla Belle Roby, Notary Public.

(Seal)

Filed for record in Tulsa, Tulsa County, Oklahoma, February 16, 1925, at 4:00 o'clock P.M. and recorded in Book 490, Page 632.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

278924 C.M.J.

ASSIGNMENT OF MORTGAGE.

In consideration of Ten Thousand Dollars, receipt whersof is hereby acknowledged, Leonard and Braniff, a corporation, of Oklahoma City, Oklahoma, does hereby assign, transfer and set over without recourse, warranty or representation, unto New York Life Insurance Company, all its right, title and interest in and to one real estate mortgage, the indebtedness thereby secured, and the lands and tenements therein described, to-wit: One certain mortgage executed by B. E. Kennedy and Willa Wible Kennedy husband and wife, as mortgagors, in favor of Leonard and Braniff, a corporation, dated the 11th day of December 1922, and covering South 192.2 feet of East 50 feet of Lot 17 and South 192.2 feet of West 50 feet

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COMPARED BY

GS and Jm