

and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisement laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 7th day of August, 1924.

Callie Swinger

B. R. Swinger

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STATE OF OKLAHOMA , }  
County of Tulsa } SS.

Before me, a Notary Public, in and for the above named County and State, on this 7th day of August 1924, personally appeared Callie Swinger, and B. R. Swinger, husband and wife, to me personally 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 signature and official seal, the day and year last above written.

My commission expires Feb. 11, 1928

(SEAL)

M. Branson, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 12, 1924 at 3:00 o'clock P. M. in Book 492, page 606

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

265050 C. J.

COMPARED

ASSIGNMENT OF RENTS.

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of one dollar to us in hand paid, and of other good and valuable considerations, the receipt of which is hereby acknowledged, we, Callie Swinger and B. R. Swinger, husband and wife, of Tulsa, Tulsa County, Oklahoma, do hereby assign and set over to M. Hughes, Trustee for Peter Deichman or his assigns, all rentals, profits and emoluments accruing to or arising from the following real estate situated in the County of Tulsa, and State of Oklahoma, to-wit:

South 30 feet of the North 85 feet Lot 8, Block 15, North Tulsa Addition to the City of Tulsa, also Lot 17, Block 1 Turley Addition to the City of Tulsa, together with all the improvements thereon,

And the said M. Hughes, trustee, shall have power to collect the rents on said property, to make rental contracts, to cancel same; to eject tenants, to make repairs, to pay taxes and insurance from the proceeds of said rents, and to do and perform any and all acts in connection with said property, which we ourselves might do or perform in person, it being the purpose of this assignment to give the said M. Hughes, trustee, control of the rentals of the above property that same may be applied on the first mortgage of \$3500.00 and any other indebtedness which may hereafter accrue against said property held by Peter Deichman, or his assigns, Tulsa, 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. The said M. Hughes, or his agent shall have the right to enter upon and take possession of this above property, for the purpose of executing this trust.

Witness our hands this August 7th, 1924.

Callie Swinger  
B. R. Swinger