

shall be a further lien against the property covered by this mortgage and shall be due and payable forthwith with interest at the rate of ten per cent per annum, payable semi-annually from the date of such payment or expenditure.

FIFTH, It is further understood and agreed that should the property 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 \$440.00 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 19th day of March 1925.

Dorothy T. Oliphant

Stephen D. Oliphant

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 21 day of March, 1925, personally appeared Dorothy T. Oliphant and Stephen D. Oliphant, her husband 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 23 day of February, 1927.

(Seal)

Florence E. Christian, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, March 23, 1925, at 4:20 o'clock P.M. and recorded in Book 493, Page 271.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

282269 C.M.J.

#### ASSIGNMENT OF MORTGAGE.

For Value Received we hereby sell, assign, transfer and set over unto J. M. Winters, his heirs and assigns, without recourse on us the mortgage made by Lela L. Brown & John E. Brown the indebtedness thereby conveyed, which mortgage is recorded in Book 472 of Mortgages, on page 380 of the records of Tulsa County, State of Oklahoma, and covers

The South 41 ft. of Lot 14 and the North 8.8 ft. of Lot 13, in Block

5, North Tulsa Addition to the city of Tulsa, Tulsa County, State of Oklahoma, according to the official plat thereof.