

FIFTH, Should default be made in the payment of said monthly sums or of any of said fines, or taxes, or insurance premiums, or any part thereof, when the same are payable as provided in this mortgage and in said note and by-laws, and should the same, or any part thereof, remain unpaid for the period of three months, then the aforesaid principal sum of Four thousand Dollars, with all arrearages thereon, and all penalties, taxes and insurance premiums, shall, at the option of said Mortgagee, or of its successors or assigns, become payable immediately thereafter, anything hereinbefore contained to the contrary thereof notwithstanding. In the event of legal proceedings to foreclose this mortgage, the indebtedness thereby secured shall bear interest from the filing of such foreclosure proceedings at the rate of ten per cent per annum in lieu of the further payments of monthly installments.

SIXTH, The said mortgagors shall pay to the said mortgagee or to its successors or assigns, the sum of Four hundred Dollars, as a reasonable solicitor's fee in addition to all other legal costs, as often as any legal proceedings are taken to foreclose this mortgage for default in any of its covenants, or as often as the said Mortgagors or Mortgagee may be made defendant in any suit affecting title to said property, which sum shall be an additional lien on said premises.

SEVENTH, As a further security for the indebtedness above recited the Mortgagors hereby assigns the rentals of the above property mortgaged to the Mortgagee and in case of default in the payment of any monthly instalment the Mortgagee or legal representative may collect said rents and credit the sum collected less cost of collection, upon said indebtedness, and these presents may be enforced by the appointment of a Receiver by the Court.

IN WITNESS WHEREOF, The said Mortgagors have hereunto set their hands and seals on the 8th day of May, A.D.1925.

A. W. Grammer

Mary Bess Grammer

STATE OF OKLAHOMA, )  
Tulsa County. ) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of May 1925, personally appeared A. W. Grammer & Mary Bess Grammer, husband and wife 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 25 day of Feby.1926. L. N. Ewing, Notary Public. (Seal)

Filed for record in Tulsa, Tulsa County, Oklahoma, May 11, 1925, at 4:30 o'clock P.M. and recorded in Book 493, Page 510.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

287055 C.M.J.

#### ASSIGNMENT OF RENTS.

WHEREAS, A. W Grammer & Mary Bess Grammer, husband and wife have obtained a loan of Four thousand Dollars from THE OKMULGEE BUILDING AND LOAN ASSOCIATION, of Okmulgee, Oklahoma, upon the following described real estate, to-wit:

Lot Six (6), Block Two (2), East Lawn Addition to the city of Tulsa, Oklahoma, as shown by the recorded plat thereof.

in the County of Tulsa and the State of Oklahoma, and have executed a mortgage thereon to secure said loan, and desire to further secure the same by an assignment of the income, rents and profits of said real estate, with buildings and improvements thereon.