

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 \$450.00 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 accredited to the stock assigned as collateral security.

IN WITNESS WHEREOF, The said mortgagor has hereunto signed his name this the 12th day of May 1925.

Hervey Bryan Williams

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 14 day of May, 1925, personally appeared Hervey Bryon Williams, a single man to be 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.

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, May 14, 1925, at 4:30 o'clock P.M. and recorded in Book 493, Page 542.

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

287408 C.M.J.

AFFIDAVIT.

State of Oklahoma,)
County of Tulsa.) ss.

WILLIAM B. WESTON, of lawful age, being first duly sworn, on oath states:

That he is personally acquainted with one Mason Crowe, who was the grantor in a certain warranty deed dated May 10, 1920, filed for record in the office of the County Clerk of Tulsa County, State of Oklahoma, January 22, 1923, and recorded in Book 431 at page 125, whereby the following described real estate, situate in said Tulsa County, was conveyed to one Caroline May Jones, to-wit:

Lot Twenty-three (23) in Block One (1) in Grandview Place Addition to the city of Tulsa, according to the recorded plat thereof.

That to affiant's positive personal knowledge said described property was not, at the time of the execution and delivery of said deed, or at any time prior thereto, used, occupied or claimed by said Mason Crowe, or by any member of his family, as his or their homestead.

That affiant was also well and personally acquainted with said Caroline May Jones, grantee in the above described deed, during her lifetime. That said Caroline May Jones was, at the time of her death and prior thereto, a resident of the State of Pennsylvania, and that said described property was not at the time of the death of said Caroline May Jones,

COPIED BY
M. H. and C. C.