

266649 C.J.

ASSIGNMENT OF RENTS

Dec. 20, 1923

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS V. B. Walker and Louise Berry Walker of St. Petersburg, Florida, hereinafter referred to as parties of the first part, are the owners and possessors of certain real estate described as follows, to-wit:

All of the Southerly half of Lot Four (4) in Block one hundred and ninety-one (191) original town of Tulsa, and all of the Southerly half of Lot Five (5), in Block one hundred sixty (160) of the original town of Tulsa, all in Tulsa County, Oklahoma, according to the recorded plat thereof, together with all the improvements thereon, the same being located at the Northeast (NE) corner of Tenth and Boulder Streets, Tulsa, Oklahoma, and known as the Walker Apartments, and at 616 South Denver Street, Tulsa, Oklahoma, and known as the Louise Apartments; and

WHEREAS parties of the first part are indebted to the Farm and Home Savings and Loan Association of Missouri, the Quaker Investment Company of Tulsa, Oklahoma, and to the Security National Bank of Tulsa, Oklahoma, in various amounts represented by notes held by the parties above mentioned, and which notes are secured by mortgages on the properties described, and the last named indebtedness to the Security National Bank being secured by a mortgage on certain farm lands hereinafter described, and

WHEREAS a part of said indebtedness to the parties mentioned herein is past due in the approximate amount of twelve thousand dollars (\$12,000.00), and

WHEREAS it is the desire of the parties of the first part to make an assignment of the rents on all of the properties above mentioned to R. E. Boyer as trustee.

NOW, THEREFORE, for and in consideration of one dollar (\$1.00), and other valuable considerations, the receipt of which is hereby acknowledged, and the covenants and agreements to be mutually kept and performed, parties of the first part do by these presents assign, set over and convey unto said R. E. Boyer of Tulsa, Oklahoma, as trustee, all of the rents and income of every kind and nature from any and all of the properties above described, said income to be applied by said trustee as follows:

First: All of the taxes and insurance shall be paid by said trustee.

Second: The upkeep of said properties and repairs and replacements shall be paid by said trustee from said fund.

Third: The trustee shall receive compensation of three hundred dollars (\$300.00) per month which shall be paid from said fund.

Fourth: The balance shall be paid on the past due indebtedness of parties above mentioned which is described herein, it being understood that the past due indebtedness to the Farm and Home Savings and Loan Association be paid first, the indebtedness to the Security National Bank second, and the past due indebtedness to the Quaker Investment Company third.

(It is further agreed and understood that should parties of the first part be able to sell the farm land heretofore mentioned, and described as follows:

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), and the West Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seventeen (17), Township Nineteen (19) North, Range Twelve (12) East, Tulsa County, Oklahoma, containing ninety (90) acres, and the West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township Nineteen (19) North, Range Twelve (12) East, Tulsa County, Oklahoma, containing eighty (80) acres, and the Southeast quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), and south half (S $\frac{1}{2}$) of Southwest quarter (SW $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$), and the North Half