

or non-payment of insurance premiums, taxes, assessments, or other charges, or failure to insure the premises or to pay any premium for any such insurance which may have been advanced by said second party, or failure to keep the said improvements in good repair and in a tenantable conditions, or in the event any act of waste is committed on said premises, in any of which events the entire debt shall become due and payable, at the option of said party of the second part, or its assigns, the said party of the second part, or assigns, shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds applied towards the payment of the indebtedness due the said second party, or its assigns, ascertained in accordance with the terms of the note and contract secured hereby, and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consents, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received, the mortgagors hereby waiving any and all damage arising by reason of the taking possession of said premises as aforesaid, and for any and all other damage or liabilities that may occur to said property when in the possession of said mortgagee; and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and contract secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

STATE OF OKLAHOMA,  
COUNTY OF TULSA.

} SS.

Myrtle A. Earns,  
H. A. Earns.

BEFORE me Fred S. Broach, a Notary Public in and for said County and State, on this 6th day of October A. D. 1924, personally appeared Myrtle A. Earns and H. A. Earns 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. Witness my hand and official seal the day and year above set forth. (Seal) Fred S. Broach, Notary Public.  
My Commission expires March 20, 1925.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct 6, 1924 at 2:30 P. M. o'clock  
recorded in book 496, page 430.  
By Brady Brown, Deputy. (SEAL) O. G. Weaver, County Clerk.

268893-CW.

#### ASSIGNMENT OF LEASE.

WHEREAS, on the 22nd day of March, 1913, a certain building lease was made and entered into by and between George E. House and George W. Ogg, of Douglass, Kansas, lessor and Beane-Vandever Dry Goods Co., a corporation, of Tulsa, Oklahoma, as lessee covering the following described land in the County of Tulsa, and State of Oklahoma, to-wit: Lots Twenty (20) and Twenty-One (21) in Block Eighty Nine-89 in the Original Townsite of the City of Tulsa,

Said lease being recorded in the office of the Register of Deeds in and for said County in Book -----Page -----, and

WHEREAS, The said lease and all rights thereunder or incident thereto are now owned by the Vandever Dry Goods Co.

NOW, THEREFORE, For and in consideration of One Dollar ( and other good and valuable consideration) the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto does hereby bargain, sell, transfer, assign and convey unto Julius Kahn, of Tulsa, Okla., all of the right, title and interest of the original lessee and present owner in and to the said lease and

496

*P.S. J.M.*