

solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid, and collected, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Now if the said first parties shall pay or cause to be paid to said second party her heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon according to the tenor of said note and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect. If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 7th day of October, 1924.

STATE OF OKLAHOMA, )  
COUNTY OF TULSA. ) SS.

Emily M. Hardy,  
Dana F. Hardy.

Before me, a Notary Public, in and for the above named County and State, on this 7th day of October, 1924, personally appeared Emily M. Hardy and Dana F. Hardy, her husband, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me, that they executed the same as they free and voluntary act and deed for the uses and purposes therein set forth. WITNESS my signature and official seal, the day and year last above written.  
(Seal) My commission expires Feb., 11th, 1928. M. Branson, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 9, 1924 at 4:00 P. M. o'clock  
recorded in book 496, page 464.  
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

269185-OW.

#### ASSIGNMENT OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That GUM BROTHERS COMPANY, a corporation, the mortgagee named in a certain real estate mortgage, dated the 17th day of July, 1924, executed by Jessie A. Brister and Stella C. Brown upon the following described real estate in Tulsa County, State of Oklahoma, to-wit: The West 70 feet of Lot Twelve, 1<sup>st</sup> Block Twenty Three, in College Addition to the City of Tulsa, according to the recorded plat thereof, said mortgage being given to secure the payment of Sixteen Hundred DOLLARS and recorded in Mortgage Record 520, Page 44 of the records of said County, in consideration of the sum of Sixteen Hundred DOLLARS the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto THE FARM MUTUAL LIFE INSURANCE CO. the above described mortgage, the note, bond, debt and claim thereby secured and the covenants therein contained.