

payable at once and this mortgage may thereupon be foreclosed immediately to enforce payment thereof, including interest, costs, charges including all sums paid out for abstracts or supplemental abstracts covering said property and fees including attorney's fees herein mentioned or contemplated, and mortgagee shall, at once upon the filing of petition for the foreclosure of this mortgage be forthwith entitled to the immediate possession of the above described premises and may at once take possession of the same and receive and collect the rents, issues and profits therefrom and if necessary may have a receiver appointed by a court of proper jurisdiction for such purposes and all costs, charges and fees incurred shall constitute and be an additional lien under the terms of this mortgage.

Said mortgagors waive notice of election to declare the whole debt due as above provided and also the benefit of stay, valuation or appraisement laws. All of the covenants, agreements and terms contained herein shall be binding on the mortgagors, their heirs, personal representatives and assigns, and shall be for the benefit of the mortgagee, its successors and assigns.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands the day and year first above written.

STATE OF OKLAHOMA,)
TULSA COUNTY.) ss.

Eugenia Thomas.
J. H. Thomas.

Before me, Joe W. McKee, a Notary Public in and for said County and State, on this 22nd day of October, 1924, personally appeared Eugenia Thomas and J. H. Thomas, wife and husband, 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 in said County and State, the day and year last above written.
My commission expires Feb. 6th, 1926. (Seal) Joe W. McKee, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Oct. 22, 1924 at 4:30 P. M. o'clock
recorded in book 496, page 637.
By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.

270266-CW.

ASSIGNMENT OF R. E. MORTGAGE.

FOR VALUE RECEIVED? W. M. Stunkard, the mortgagee named in the mortgage hereinafter mentioned, by these presents does, hereby assign, transfer, sell, convey and set over unto EXCHANGE TRUST COMPANY, a Corporation, of Tulsa, Oklahoma, its successors and assigns, all the right, title and interest in and to said mortgage, the promissory notes secured thereby, and all debts and claims mentioned either in said mortgage or said notes, and all its right, title and interest in and to the lands, tenements, and hereditaments described in said mortgage, to-wit:

A mortgage executed by D. W. Holmes and Margaret Holmes, his wife as mortgagors, to said W. M. Stunkard mortgagee, on the 16th day of September, 1922 and filed for record on the 18th day of September, 1922 and recorded in Book 372 at page 602 in the office of the County Clerk in and for Tulsa County, Oklahoma, upon the following described real estate in Tulsa County, Oklahoma, to-wit:

The Northerly Fifty (50) feet of Lot Five (5) in Block One hundred Seventy-five (175) in the original town now City of Tulsa, Tulsa County, Oklahoma, according to the official plat thereof, and the said W. M. Stunkard does hereby represent and warrant that the the time of the delivery of this assignment and the endorsement of the note secured by said mortgage, he is the true and lawful owner thereof and has good right to convey, assign, and endorse the same over to the said assignee, and that there is due on said note