

And it is further agreed that upon a breach of the warranty herein or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises or any removal or destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof, and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part or its assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums 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 consent, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived or not at the option of the holder of this mortgage.

In construing this mortgage the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Dated this 4th day of November, 1924,

Oscar King,
Bernice King.

State of Oklahoma }
Tulsa County) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of November, 1924, personally appeared Oscar King and Bernice King, his wife, 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 last above written.

Arden E. Ross, Notary Public.

My commission expires Jan. 2, 1927.

Filed for record in Tulsa Co. Okla. on Nov. 21, 1924, at 10:50 A.M. recorded in book 497, page 435, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

272494 - BH

ASSIGNMENT OF REAL ESTATE MORTGAGE.

Know all men by these presents: That Blanche B. Drum, of Tulsa, in Tulsa County, in the State of Oklahoma, at the within mortgage for and in consideration of the sum of one dollar and other valuable considerations, to her in hand paid, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey without recourse unto Fidelity Investment Company, its successors and assigns, a certain mortgage dated Nov. 4, 1924, given by Oscar King and Bernice King, his wife, the mortgage deed recorded in book ___ page ___ of mortgage records of Tulsa County, State of Oklahoma, conveying the following described premises situated in said Tulsa County, to-wit:

- The north forty five (45) feet of the south ninety (90) feet of lot thirteen (13) in block four (4) in Highlands second addition to the city of Tulsa, according to the recorded plat thereof.

and all right, title and interest in and to the real estate conveyed, and the promissory