

the existence of this mortgage. Said first parties to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee One Hundred Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; and 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, its heirs or assigns said sums of money in the above described notes mentioned, together with the interest thereon according to the terms and tenor of said notes 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, said 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 payment, 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 notes 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 fee, 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 appraisement laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 12th day of December, 1924.

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

S. M. Bell  
Jessa L. Bell.

Before me, a Notary Public, in and for the above named County and State, on this 12th day of December, 1924, personally appeared S. M. Bell and Jessa L. Bell, his wife, 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 their 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.

My commission expires Feb. 11th, 1928. (Seal)

M. Branson, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Dec. 13th, 1924 at 11:45 A. M. o'clock recorded in Book 499, page 385.  
By Brady Brown, Deputy, (Seal) O. C. Weaver, County Clerk,

#274226-CW.

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 21st day of October, 1924, executed by William M. Cappe and Aida C. Cappe, upon the following described real estate in Tulsa County, State of Oklahoma, to-wit: Lot Five, in Block Seventeen, of the Amended Plat of Morningside Addition to the City of Tulsa, According to the recorded plat thereof,