

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, with interest thereon at the rate of 8% per annum from March 1st, 1925, payable monthly, according to the terms of one certain promissory note of the first parties, dated March 1st, 1925, due and payable one year from date thereof, and all accruing indebtedness over and above the same \$15,000.00, according to the terms of a contract in writing entered into by and between the parties hereto of this date.

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to-wit:

That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises and to insure, and keep insured in favor of second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage, or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant contained herein, the whole of said principal sum with interest, shall be due and payable and this mortgage maybe foreclosed in any Court of record and competent jurisdiction, and said second party shall be entitled to the immediate possession of the premises, and all rents and profits thereof.

Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of \$10.00, plus ten (10%) per cent of the amount then due on said note and mortgage, which this mortgage also secures.

Parties of the first part for said consideration, do hereby expressly waive appraisalment of said real estate and all benefits of the homestead, exemption and stay laws of Oklahoma.

Dated this 25th day of February A. D. 1925.

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

W. O. Heizer,
Ethel M. Heizer.

Before me, the undersigned, a Notary Public within and for the County and State aforesaid personally appeared W. O. Heizer and Ethel M. Heizer, husband and 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, this the 25th day of February, A. D. 1925.

(Seal) My commission expires: Nov. 13th, 1927

Mortimer P. Waldron, Notary Public

Filed for record in Tulsa County, Tulsa, Oklahoma on Feb. 25, 1925 at 4:35 P. M. o'clock

Recorded in Book 499, page 608;
By Brady Brown, Deputy.

O. G. Weaver, County Clerk.

#279730-ew

ASSIGNMENT OF MORTGAGE

For Value Received, I hereby sell, assign, transfer and set over unto THE OKLAHOMA GUARANTEE MORTGAGE COMPANY, their successors and assigns, the mortgage made by M. F. Brennan and Nora Lucille Brennan, for \$1462.50 to Guy W. Settle and dated Feb. 13th 1925, the indebtedness thereby secured, which mortgage is recorded in Book filed Feb. 18, 1925 of Mortgages, on page of the records of Tulsa County, State of Oklahoma,