

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 ten percent of the amount due which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead, exemption and stay laws in Oklahoma. Dated this 31st day of October, 1924.

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

S. R. Travis,
Julia T. Travis.

BEFORE ME, a Notary Public, in and for said County and State, on this 31st day of October, 1924, personally appeared S. R. Travis and Julia Travis, 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 May 1, 1926.

(Seal) Harold A. Lynch, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Nov. 1, 1924 at 11:05 A. M. o'clock,
recorded in book 499, page 78.
By Brady Brown, Deputy.

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

271072-CW.

ASSIGNMENT OF LEASE.

THIS AGREEMENT, Made and entered into on this 28th day of October, 1924, by and between C. W. McCarty of Tulsa, Oklahoma, party of the first part and Ralph Talbot of Tulsa, Oklahoma, party of the second part;

WITNESSETH: That WHEREAS, heretofore, to-wit: on the 26th day of April, 1917, John M. Townley and Thomas L. Townley, did execute and enter into a certain twenty (20) year lease with C. W. McCarty as lessee therein, leasing the following described premises, to-wit: South Twenty-five (25') of Lot One (1), and the North Twenty-five (25') Feet of Lot Two (2), in Block One Hundred Thirty Five (135) of the original Town of Tulsa, Indian Territory, now City of Tulsa, County of Tulsa, State of Oklahoma, as shown by the official plat thereof, approved by the Secretary of the Interior.

Which lease was duly filed for record in the office of the County Clerk of Tulsa County, Oklahoma, on the 24th day of May, 1917, recorded in Book 219 at page 324, of the records of said office; and

WHEREAS, the said C. W. McCarty is now the owner and holder of an undivided one-half (1/2) interest in said lease, the remaining one-half (1/2) interest now being owned by J. Garfield Buell.

NOW, THEREFORE, in consideration of the payment of the sum of ONE (\$1.00) DOLLAR, and other good and valuable considerations, the receipt of payment of which by second party to first party is hereby acknowledged, party of the first part does hereby sell, assign, transfer, set over and convey unto the party of the second part, his heirs and assigns, all the right, title and interest of the party of the first part, the same being an undivided one-half (1/2) interest, in and to the aforesaid lease of April 26th, 1917, subject however, to all the conditions, provisions and restrictions contained and set forth in said lease.

For the aforesaid consideration, the party of the first part hereby covenants and warrants that each, every and all of the terms and provisions of said lease have been fully, completely and entirely complied with up to this date and that he has neither done, nor left undone, any act whatsoever which would in any way violate or vitiate said lease and that the same is now in full force and effect.