

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw, interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinbefore set out.

SIXTH. Upon any default entitling the holder hereof to a foreclosure and if the indebtedness secured by this mortgage shall be collected by an attorney or through proceedings in any County, State or Federal Court, an additional sum of ten per cent of the amount due shall be recovered as attorney's fees and shall be included in any judgment or decree of foreclosure as a part of the indebtedness secured by this mortgage.

SEVENTH. 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 29th day of August 1922.

STATE OF OKLAHOMA)
Tulsa County)

Arthur Libby.

Mrs. Nancy Libby.

Before me, M. H. Kesterson a Notary Public in and for said County and State, on this 30th day of August 1922, personally appeared Arthur Libby and Nancy Libby, 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 above set forth.

(Seal) M. H. Kesterson, Notary Public.

My Commission expires 12/2/24.

Filed for record in Tulsa County, Tulsa, Oklahoma, Aug. 30, 1922 at 4:10 O'clock P. M.

Book 411 Page 595

By F. E. Dickson, Deputy.

(Seal) O. W. Lawson, County Clerk.

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COMPARED AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of August, 1922, by and between Albert Coal Mining Company, Inc., a corporation, party of the first part, and C. H. Lebow, party of the second part, WITNESSETH:

THAT, WHEREAS, the party of the first part is the owner of a valid, existing and indefeasible coal mining lease and leasehold estate, dated September 4, 1918, executed by Tuxie Roach and Rosetta Roach, his wife of Tulsa, Oklahoma, to J. Albert, and thereby assigned by the said J. Albert to first party; said original lease being recorded in Book 252, Page 63, of the records of the County Clerk of Tulsa County, Oklahoma, covering the following described property located in Tulsa County, State of Oklahoma, to-wit:

The W $\frac{1}{2}$ of the Sw $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ ^{of 30 $\frac{1}{4}$} all located in Section 15, Township 20 North, Range 13 East, T. M. Containing 30 acres more or less,

AND, WHEREAS, the first party is also the owner of a valid, existing and indefeasible coal mining lease and leasehold estate dated September 5, 1918, executed by Robert Foreman and Rosa Foreman, his wife, of Tulsa, Oklahoma, to J. Albert, and thereafter assigned to first party, said original lease being recorded in Book 25, at page 352 of the Records of the County Clerk of Tulsa County, Oklahoma, covering the following described property located in Tulsa County, State of Oklahoma, to-wit:

The East Half (E $\frac{1}{2}$) of the SE $\frac{1}{4}$ of Section 16, Township 20 North, Range