by reason of this mortgage, or to protect its lien, shall be repaid by the mortgagors to the mortgages or assigns, with interest thereon at 10 per cent per annum, and this mortgage shall stand as security therefor. 69

As additional and collateral security for the sayment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part, its successors and assigns, all the profits, revenues royalties right and benefits accruing to them under all oil, gas or mineral leases on said premises. This assignment is operative only in case of breach of the covenants and warranties herein, and is to terminate and become null and void upon release of this mortgage.

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, the whole sum secured hereby shall at once and without notice become due and payable at the option of he holder hereof, and shall bear interest thereafter as hereinbefore provided, and the said party of the second part or 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 metition in foreclosure; the holder hereof shall be entitled to a Receiver to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after decree of foreclosure 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 appraisement of said premises is hereby expressly waived, and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and note and coupons secured thereby shall be in all respects be governed and construed by the laws of O_{k} lahoma.

State of Oklahoma County of Rogers

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Before me R.P. Shelton a Motary Public in and for

Chas. A. Settle Anna F. Settle

said County and State on this 11th day of august A.D.1922 personally appeared Chas.A.Settle and Anna F.Settle his wife to me known to be the identical persons described in and 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 (SEAL) R.P.Shelton, and year above set forth. Notary Public.

Cacuum experie april 1-42-1976

Filed for record in Tulsa County Tulsa, Oklahoma Aug. 18th 1922 at 4:10 O'clock P.M. Book 416 page 68

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By F. Delman Deputy

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(SEAL) O.D.Lawson, County Clerk

206889 GH COMPARED AFFIDAVIT.

State of Oklahoma County of Tulea. SS. Jessie M. Quackenbush, being first duly

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