

to the said party of the second part, its successors and assigns, all of the profits, revenues, royalties, rights and benefits accruing to them under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said party of the second part, its successors and assigns.

This assignment to terminate and become null and void upon release of this mortgage.

SIXTH. It is further agreed that in event any of the land hereinabove described is sought to be taken by virtue of the law of eminent domain or under the provisions of Chapter 46 of Volume 37 Statutes at Large of the United States approved February, 19, 1912, the said parties of the first part, their administrators, executors successors or assigns will promptly notify the party of the second part or its assigns of the institution of proceedings to eminent domain or any attempt to purchase or appropriate the surface of said property under said Chapter 46 Statutes at Large, Volume 37, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to the party of the second part and be credited upon the balance due hereunder.

Dated this 16th day of November 1922.

Lena M. Mears nee Steele
Frank Mears

STATE OF OKLAHOMA,)
County of Lincoln.) ss.

Before me, Claude McLaughlin, a Notary Public in and for said County and State, on this 27th day of November, 1922 personally appeared Lena M. Mears, nee Steele and Frank Mears, her husband 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.
(Seal)

Claude McLaughlin,
Notary Public.

My commission expires April 17, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, Dec. 7, 1922, at 3:50 o'clock P.M.
and recorded in Book 426, Page 327.

By F. Delman, Deputy. (Seal)

O. P. Lawson, County Clerk.

215801 C.M.J. COMPARED

In re title to Lots No. Nineteen (19))
Twenty (20) Twenty-one (21) and Twenty-)
two (22) in Block No. One (1) in the)
BELL ADDITION, to the City of Tulsa,)
Tulsa County Oklahoma, according to the)
recorded plat thereof.)

AFFIDAVIT.

State of Oklahoma,)
County of Tulsa.) ss.

D. G. Phillip of lawful age being first duly sworn on oath says that she is well and personally acquainted with R. R. McKenzie owner of the above described premises, and has so known him for more than fifteen years last past; and that R. R. McKenzie grantee of the above described premises in deed of date December 14th, 1909 and R. R. McKenzie judgment debtor in case of State of Oklahoma, ex rel County Attorney of Canadian County, Oklahoma vs R. R. McKenzie entered in judgment docket District