

deration above hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of said state.

FIFTH. As additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said parties of the first part hereby assign 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 in 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 23rd day of November, 1922.

Edmond C. Graves

Hazel E. Graves

STATE OF OKLAHOMA, }
County of Tulsa } ss.

Before me, the undersigned, a Notary Public in and for said county and State, on this 29th day of November 1922 personally appeared Edmond G. Graves and Hazel E. Graves, 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.

My commission expires Jan. 12, 1926

(SEAL) C. G. McGilvray, Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 12, 1922 at 2:50 o'clock P. M. in Book 430, page 340

By F. Delman, Deputy

(SEAL) O. D. Lawson, County Clerk

216223 C. J.

TREASURER'S ENFORCEMENT

I hereby certify that I received \$100.00 and issued Receipt No. 6622 therefor in payment of mortgage tax on the within mortgage.

Dated this 12 day of Dec. 1922

WAYNE L. DICKEY, County Treasurer

M O R T G A G E

COMPARED

FOR THE CONSIDERATION OF Ninety DOLLARS Edmond G. Graves, and Hazel E. Graves, his wife, of Tulsa County, State of Oklahoma, first parties do hereby mortgage and convey to GUM BROTHERS COMPANY, a corporation of Oklahoma City, Oklahoma, second

party, its successors and assigns, the following real estate, situated in Tulsa County, State of Oklahoma, described as follows, to wit:

Southwest quarter of the Northeast quarter, and Northwest quarter of the Southeast quarter of the Northeast quarter, of Section Eighteen, in Township Twenty two North, Range Fourteen, East Indian Meridian, containing 50 acres, more or less.

Subject to a prior mortgage of \$900.00 to Gum Brother Company

Together with all rents and profits therefrom and all improvements and appurtenances now