

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 said party of the second part, its successors and assigns.

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

Ninth:- It is further agreed that in event any of the land herein above 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.

Tenth:- It is further understood and agreed that all money paid by second party, its successors and assigns for expenses of procuring continuation of abstract or supplemental abstract, and all expenses and attorney's fees incurred by second party, its successors and assigns by reason of litigation with third party to protect the lien of this mortgage, shall be recoverable against said first party and shall bear interest at the rate of ten per cent per annum, and be secured by this mortgage.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe their names and affix their seals on the day and year first above mentioned.

William M. Oswalt

Grace Oswalt

State of Oklahoma }
County of Tulsa } ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of October, 1922, personally appeared William M. Oswalt, and Grace Oswalt, 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.

(SEAL) E. A. Lilly

Notary Public.

My commission expires March 26th, 1925.

Filed for record in Tulsa, Tulsa County, Oklahoma. October 27th, 1922 at 2:30 o'clock P. M. and recorded in book 430 at page 2.

(SEAL) O. D. Lawson, County Clerk

by F. Delman, Deputy