

option of said party of the second part, or its assigns,-- 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 towards the payment of the indebtedness due the said second party, or its assigns, ascertained in accordance with the terms of the note and contract secured hereby, and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consents, which appointment may be made either before or after the 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, the mortgagors hereby waiving any and all damage arising by reason of the taking possession of said premises as aforesaid, and for any and all other damage or liabilities that may occur to said property when in the possession of said mortgagee; and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and contract secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

Mrs. Harriete M. Hughes

T. C. Hughes

STATE OF OKLAHOMA, }
COUNTY OF TULSA }

Before me, Fred S. Broach, a Notary Public in and for said county and State on this 26th day of December A. D. 1922, personally appeared Harriet M. Hughes and T. C. Hughes 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.

My commission expires March 9, 1925 (SEAL) Fred S. Broach, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 26, 1922 at 2:50 o'clock P. M.
Book 450, page 559

By E. Delman, Deputy (SEAL) O. D. Lawson, county Clerk

217460 C. J. COMPARED RELEASE OF OIL AND GAS LEASE.
(Corporation Release)

WHEREAS, a certain Oil and gas Lease, dated February 14th, 1913 given by Robert Rogers, Lessor to Phoenix Refining Company, a corporation, Lessee and covering the following described land: The S/2 of NE/4 and S/2 of NW/4 of NE/4 and S/2 of N/2 of the NW/4 of NE/4 and S/2 of N/2 of N/2 of NW/4 of NE/4 and Lots 3 and 4, all in Section 9, Township 19 North Range 11 East, Tulsa County, Oklahoma, in Sec. 9 Twp 19 Range 11 County of Tulsa all in the State of Oklahoma, reference to which is hereby made; and

WHEREAS, The Phoenix Refining Company under the terms of said lease, has the right, in consideration of certain sums paid thereunder to surrender said lease at any time after the expiration of one year from date thereof,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That Phoenix Refining Company for and in consideration of the premises and the exercise of its said right under said lease, does hereby given notice to the said lessor that it has and does hereby release all its rights under said lease, and that it has removed its property from said premises, and does hereby surrender possession of the same unto said lessor, his heirs, assigns,