

mental abstract of title for use in said foreclosure proceedings, such fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises; that upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents, and profits thereof, under the direction of the Court, without the proof required by statute; the amount so collected by such receiver to be applied, under the direction of the court, to the payment of any judgement rendered or amount found due upon the foreclosure of this mortgage, the first party hereby waives all benefits of the stay, appraisal, and exemption laws of the State of Oklahoma, this waiver to be effective or not at the option of the second party.

Eleventh: In construing this mortgage the words "first party" shall be held to mean the person or persons named in the preamble as parties of the first part jointly and severally; and the words "second party" shall include the mortgagee herein, and its successors or assigns.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Witnesses: Jewell Guthrie,
H. V. Lilly

John Bacon,
Annie Bacon.

State of Oklahoma)
Tulsa County) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 11th day of January, 1923, personally appeared John Bacon and Annie Bacon, 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 the day and year last above written.

My commission expires June 19, 1923.

(SEAL) Jewell Guthrie, Notary Public.

Filed for record in Tulsa County, Okla. on Jan 15, 1923, at 4:00 P.M. and duly recorded in book 432, page 299, By Brady Brown, Deputy.

(SEAL) O. C. Weaver, County Clerk.

219171 - BH

COMPARED

ASSIGNMENT OF OIL AND GAS MINING LEASES.

Whereas, on the 10th day of October, 1921, a certain oil and gas mining lease was entered into by and between Maggie Wiedenmann, nee Kirk and J. A. Wiedenmann, her husband as lessors and C. D. Evans as lessee covering the

- (1) Northwest quarter of the southwest quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) and the west half of the northeast quarter of the southwest quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) and the southeast quarter of the northeast quarter of the southwest (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$) of section sixteen (16) township twenty two (22) north, range fourteen (14) east, also the southwest quarter of the northwest quarter of the northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$) of section twenty (20) township twenty two (22) north range fourteen (14) east, in Tulsa County, Oklahoma, containing 80 acres more or less; and

Whereas, on the 1st day of October, 1921, a certain oil and gas mining lease was made and entered into by and between Mrs. J. P. Furnish, as lessor and C. D. Evans, as lessee, covering the