

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 agree and direct 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: As additional and collateral security for the payment of the note and the indebtedness hereinbefore described said mortgagor hereby assigns to said mortgagee, its successors and assigns, all of the profits, revenues, royalties, rights and benefits accruing 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 mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

ELEVENTH: In construing this mortgage the word "mortgagor" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

Upon satisfaction of this mortgage the mortgagor agrees to accept from the mortgagee a duly executed release of same, have it recorded and pay the cost of recording.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the said parties of the first have hereunto set their hands the day and year first above written.

Frank McGinnity

Susie A. McGinnity,

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF TULSA )

Before me, the undersigned, Notary Public in and for said County and State, on this 12th day of December, 1922, personally appeared Frank McGinnity and Susie A. McGinnity 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 Sept. 11th 1926

(SEAL) E. E. Pateman, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jan 2, 1923, at 4:00 o'clock P.M. in Book 434, page 33

By Brady Brown, Deputy

(SEAL) O. G. Weaver, County Clerk

218012 C. J. COMPARED

ASSIGNMENT OF OIL AND GAS LEASE

WHEREAS, on the 24th day of September, 1919, a certain oil and gas mining lease was made and entered into by and between Charles L. Brown and Pearl Brown, his wife, lessors, and Walto Phillips and Fred A. Stubbs, lessees, covering, with other lands, the following described land in Tulsa County, Oklahoma, to-wit:

North Half (N $\frac{1}{2}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) and Southeast quarter (SE $\frac{1}{4}$ ) of the Southwest quarter (SW $\frac{1}{4}$ ) of Section Twenty-Six (26), Township Twenty-two (22) North, Range Thirteen (13) East;

the said lease being recorded in the office of the County Clerk of Tulsa County, Oklahoma, in Book 503, at page 187, and