

shall stand as security therefor.

COMPARED

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment here-
mentioned or to comply with any requirements herein
in/or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof and shall bear interest thereafter at the rate of ten per cent per annum, and the said part, of the second part or its assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums 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 consent, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived or not at the option of the holder of this mortgage

In construing this mortgage the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Dated this 4th day of June, 1923.

Howard T. Miles

Hattie Oda Miles

STATE OF OKLAHOMA, }
Tulsa County. } ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4th day of June, 1923, personally appeared Howard T. Miles and Hattie Oda Miles, 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 March 18, 1927.

(Seal) W. Warren Powell, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, June 5, 1923, at 4:00 o'clock P.M. and recorded in Book 435, Page 448.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

232498 C.M.J.

COMPARED

STATE OF OKLAHOMA, }
County of Rogers. } IN THE COUNTY COURT.

In the matter of the Guardianship of The
Estate of Earl W. Bussey, a minor F. M.
Bussey, Guardian.

Probate No. 566.

ORDER CONFIRMING OIL AND GAS MINING LEASE.

Now on this 25th day of May 1923, the same being a regular day of the County Court, this issue came on for hearing on the return of the report of F. M. Bussey Guardian of Earl W. Bussey, a minor, showing that on the 25th day of May 1923, he executed an oil and gas mining lease on the lands of his said ward, situate in the County of Tulsa, State of Oklahoma described as follows, to-wit:

The S¹ of the SW¹ of the SE¹ of Section 16, Township 21 North, Range 14 East,
and an undivided 4/7 interest in and to the N¹ of the NE¹
of Section 13, Township 21 N. Range 14 E. and containing Sixty-six acres, more or less, for a term of five years, and as much longer thereafter as oil or gas is found in paying quantities