

mentioned in said note, according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits.

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay to said second party, its successors and assigns, a sum equal to ten dollars and Ten Per Cent additional of the total amount due on said mortgage and on said note, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fee shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage.

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

Eva A. Smith

Ralph V. Smith

State of Oklahoma, Tulsa County, ss.

Before me a Notary Public in and for said County and State on this 20th day of Febr. 1923 personally appeared Eva A. Smith and Ralph V. Smith 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.

My Commission expires April 13, 1924

(SEAL)

Beatrice Hoff,

Seal reads--Notary public

Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 1, 1923 at 3:30 o'clock P. M.
in Book 442, page 254

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

223195 C.J.

COMPARED

STATE OF OKLAHOMA,)
COUNTY OF TULSA.)

SS:

A F F I D A V I T

Before me, a Notary Public in and for said County and State, personally appeared Edwin J. Peebles, who being first duly sworn deposes and says:

I am of full age, reside at Tulsa, Oklahoma, and am the owner of certain lands in Tulsa County, Oklahoma, described as the

North Half of the North Half of the Southeast Quarter of the Northeast Quarter of Section 24, Township 19 North of Range 12 East,

and have been the owner and in the actual and exclusive possession of said lands since January, 1909.

In May, 1913, I leased the above described lands to F. E. Shallenberger and Frank Sowers, for oil and gas mining purposes, and under the terms of this lease the lessees or their assigns drilled two wells, one of which was a dry hole and the other produced a very small amount of oil. During the fall of 1917 or the Spring of 1918, the producing well was pulled, plugged and abandoned and all of the personal property removed from the premises and no oil or gas has been produced from said lands since that time, and there has been no rental or delay money paid or tendered this affiant nor any other person or depository for or on his account, in connection with said oil and gas lease or any portion of the lands and premises described therein and no other operations have been begun or prosecuted by the said lessee or any other person, firm or corporation, since the spring of 1918, when same was abandoned.

Edwin J. Peebles