

## COMPARED

whatsoever, and will not remove, or permit to be removed, any part of said property from the said County of Tulsa other than oil and gas above mentioned, until the indebtedness hereby secured shall be fully paid; and in the event the indebtedness hereby secured, or any part thereof is not paid, or the interest thereon is not paid when due, or in the event any of the covenants and agreements hereinbefore set out shall be violated or broken the Party of the Second Part may declare the whole sum due and foreclose its lien hereunder, as hereinafter provided, to-wit: either by proceedings in the proper court or in any other manner provided for under the statutes of the State of Oklahoma in reference to the foreclosure of mortgages, and in the event of such foreclosure shall be entitled to have out of the proceeds of such sale the cost and expenses of foreclosure, including attorney's fee of \$10.00 and 10% of the amount secured by this mortgage; and in the event that any suit shall be brought to recover the sums herein secured, or to foreclose this mortgage, the said Party of the second Part is hereby authorized to apply for and have appointed a receiver of all of the interest of said Party of the First Part in and to said properties, and a receiver may be appointed by such court without notice of the application for the appointment of a receiver; and that in such event all the sums realized from the sale of oil or gas over and above expenses of receivership shall be paid unto said Party of the Second Part for application as payments on said indebtedness, costs and expenses.

It being understood and agreed that this mortgage is given and received upon the express condition that the said mortgage interests is subject to the control and direction of the Secretary of the Interior of the United States, and that the said Party of the First Part will execute any and all instruments of writing necessary or proper to be executed in order to conform to the regulations or requirements of such Department.

All the terms, covenants and agreements herein shall bind and enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the Party of the First Part has hereunto set his hand the day and year first above written.

Walter E. Holmes

State of Oklahoma, )  
County of Tulsa, ) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of March, A. D., 1923, personally appeared Walter E. Holmes, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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 Dec. 22, 1924

(SEAL) C. T. Scott, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Mar. 2, 1923 at 2:00 o'clock P. M.

in Book 442, page 290

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, county clerk

223314 C. J.

EXTENSION OF REAL ESTATE MORTGAGE

COMPARED

I, L. C. Whitenack of Broken Arrow Tulsa county Okla., hereby agrees to extension of one Real Estate Mortgage for a period of one year From december 20, 1922 to December 20 1923. To Wit:

Lots seven (7) to twelve (12) inclusive Block Twenty seven (27) Town of Broken Arrow Okla.

said Mortgage was filed for record December 24 1920 in book 353 page 510

Amt of mtg Extended \$3000.00