

CONTINUED

The Linde Air Products Company by the said W. M. Fleetwood and Lota K. Fleetwood, his wife, shall be affected in any way by this mortgage; and that the road and sewer easements granted to said Company shall in any way or manner be affected by this instrument, or be subject to this instrument.

(b) The mortgagors reserve the right to remove at any time all the buildings and other improvements, if any, now on the land covered by this mortgage.

(c) That said first parties shall pay all taxes or assessments hereafter assessed against said lands as they become due, except any taxes which may be assessed against the lands for the year 1922 and prior years.

It is further agreed by and between the parties hereto that if any default be made in the payment of the principal sum of the mortgage, or any interest installments, or in case of the breach of any covenant herein contained, the whole of the principal sum and the interest shall be due and payable and this mortgage may be foreclosed and the second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said first parties hereby agree, that in the event action is brought to foreclose this mortgage, to pay an attorney fee of \$10.00 and ten per cent. (10%) on the sum due at the time such action is taken, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby waive appraisalment of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

Second part agrees that when the indebtedness of thirty thousand dollars (\$30,000.00) and interest is fully paid, that this mortgage shall be released of record.

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

W. M. Fleetwood

Lota K. Fleetwood

STATE OF OKLAHOMA  
SS  
COUNTY OF TULSA

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of March, 1923, personally appeared W. M. Fleetwood and Lota K. Fleetwood, 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.

Given under my hand and seal the day and year last above written.

My commission expires March 22, 1925. (SEAL) Mabelle DeShetler-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, March 14, 1923 at 9:30 o'clock A. M. and recorded in Book 444 Page 359

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk

224402-ACM

SETTLEMENT OF PROPERTY RIGHTS.

COMPARED

THIS contract made and entered unto this the 10th day of March, 1923, by and between P. J. (Percy) Eldridge, party of the first part, and Gertrude Payne (Eldridge), party of the second part, witnesseth:

That whereas, party of the second part, Gertrude Payne, has instituted a suit against first part, P. J. Eldridge, in which she alleges that she is the common law wife of said P. J. Eldridge, and that he is possessed of considerable property and money, and prays for a divorce and alimony and also one half of said property, said action having been filed in the District Court of Tulsa, County, Oklahoma, on the 6th day of March, 1923, and Numbered 22517.