

insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum, until paid, and this mortgage shall stand as security for all such payments; and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said notes and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees, and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, said parties of the first part have hereunto set their hands this 24th day of March, 1923.

J. D. Simmons

Effie E. Simmons

STATE OF OKLAHOMA,  
County of Tulsa, SS.

Before me, a Notary Public, in and for the above named County and State, on this 24th day of March, 1923, personally appeared J. D. Simmons and Effie E. Simmons, his wife, to me personally 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 signature and official seal, the day and year last above written.

My commission expires March 31, 1926 (SEAL) Iva Latta-Notary Public

Filed for record at Tulsa, Tulsa County, Oklahoma, March 24, 1923 at 11:30 o'clock A.M.

and recorded in Book 444 Page 549

By Brady Brown - Deputy

(SEAL)

O. G. Weaver - County Clerk.

225612-ACM

A G R E E M E N T .

COMPARED

Agreement, made this 14th day of October, 1921, between J. Truman Nixon, party of the first part, and J. E. Black, party of the second part, all of Tulsa, Tulsa County, Oklahoma, WITNESSETH:

WHEREAS, the said J. Truman Nixon, party of the first part is the owner of the an oil and gas mining lease on the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Lots One (1) and Two (2), Section One (1), Township Seventeen (17), North, Range Twelve (12) East, and is desirous of having said property developed for oil and gas and the said J. E. Black, second party, is prepared to develop said property on the following terms, to-wit:

The said J. E. Black, second party, is to drill one well, to or thru the sand at the 1300 foot level and to equip said well with casing, tubing, sucker rods, power, power house, shackle rods, receiving tank and settling tank, of sufficient capacity to take care of the production of this well, also such lines and equipments necessary to put the well to pumping in a workmanlike manner, without expense to J. Truman Nixon, party of the first part, Should said well fail to produce oil or gas in paying quantities in the sand at the 1300 foot level, then said well shall be drilled to and thru the sand at the 1900 foot level, unless oil or gas in paying quantities are found at a less depth, in which event this well is to be cased and tubed and connected to flow tank, and made ready for connection with the power, without