

mortgage secured, or a sum not in excess of the total of four regular monthly payments.

It is also agreed that in the event of any default in payment or breach of any covenant or condition herein the rents and profits of said premises are pledged to second party, or its successors and assigns, as additional collateral security, and said second party, its successors and assigns, shall be entitled to possession of said premises, by receiver or otherwise; that upon the institution of proceedings to foreclose this mortgage the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession of the premises described herein, and to collect the rents and profits thereof under the direction of the court, and any amount so collected by such receiver shall be applied under the direction of the court to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

This mortgage secures the payment of the principal note and interest thereon described and all renewals of principal note that may hereafter be given in the event of any extension of time for the payment of said principal debt or interest.

First parties hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of ten per cent (10%) of the face of said note, to become due and payable when a suit is filed, which this mortgage also secures, and said first party hereby expressly waive appraisalment of the real estate and homestead exemption.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void; otherwise to remain in full force and effect.

Witness our hands this 8th day of February, 1923.

Callie B. Hough.

State of Oklahoma)
County of Tulsa) SS
Before me, the undersigned, a Notary Public, in and for the above named county and state, on this 8th day of February, 1923, personally appeared Callie B. Hough 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.

(SEAL) Bertha L. Cooper, Notary Public.

My commission expires May 29, 1926.

Filed for record in Tulsa County, Okla. on March 19, 1923, at 8:10 A.M. and duly recorded in book 445, page 245, By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

224843 -1 BH

COMPARED

RELEASE OF OIL AND GAS LEASE.

Know all men by these presents: That B. B. Rhodes, Willard John, Bert Swift, Mrs. Bert Farmer, S. C. Young, and J. N. Moore does hereby release, relinquish and surrender to Chas. A. Nichols and Florence Nichols and Walter F. Nichols, and Grace Nichols, heirs or assigns, all right, title and interest in and to a certain oil and gas mining lease made and entered into by and between Narcissa Whitmire, nee Taylor, of Stillwell, Okla., as lessor and John H. Thacher, as lessee dated the 17th day of July, 1920, covering the following described land, to-wit:

The southeast quarter of southeast quarter (SE $\frac{1}{4}$) of SE $\frac{1}{4}$ and east half of southwest quarter of southeast quarter (E $\frac{1}{2}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$) and southeast quarter of northeast quarter of southeast quarter (SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of SE $\frac{1}{4}$) of section thirty