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pay all taxes and assessments of said land when the same becomes due; and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal or interest of this or the first mortgage referred to, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, or in the first mortgage above referred to, contained, the whole of said principal sum, with interest, shall be due and payable and this mortgage may be foreclosed and said second party shall be entitled to the immediate possession of the premises and all the rent and profits thereof,

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee which which mortgage also secures, or in the event any action is brought affecting the title to the real estate herein described, all expense, including attorney fees incurred by the second party to protect its lien, shall be repaid by the mortgagors with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

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

Dated this first day of April, A.D. 1924.

Ethel Jones, nee Nave,
Leroy Jones.

State of Oklahoma)
County of Muskogee) SS

Before me, R. B. Beard, a Notary Public, in and for said County and State, on this first day of April, 1924, personally appeared Ethel Jones, nee Nave, and Leroy Jones, wife and husband, 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.

Witness my hand and official seal the day and year above set forth.

(SEAL) R. B. Beard, Notary Public.

My commission expires Apr. 2nd, 1924.

Filed for record in Tulsa County, Okla. on April 9, 1924, at 4:20 P.M. recorded in book page 488, 448, Brady Brown, Deputy,

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

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RELEASE OF OIL AND GAS LEASE.

Know all men by these presents: That the undersigned Earle T. Miller, lessee in a certain oil and gas mining lease executed by C. K. Leslie, as Guardian of the estate of Curtis Nero, a minor, lessor, and the undersigned lessee, dated March 24th, 1913, does, by these presents cancel, release, relinquish and surrender unto Curtis Nero, all right, title and interest of the said undersigned, Earle T. Miller, in and to said lease covering the following described premises, situated in Tulsa County, State of Oklahoma, to-wit:

Lot one (1) of section four (4) township nineteen (19) north, range ten (10) east, and containing 30.13 acres, more or less, said lease being recorded in the office of the Register of Deeds in and for said County in book 142, page 486.

In witness whereof, I have hereunto set my hand this 9th day of April, 1924.

Earle T. Miller.