

And does further mortgage to the mortgagee all of the right title, interest and estate of the trustes and to the lease contad executed by Minnehoma Oil Company, a corporation, as lessor, on the 12th day of May, 1922, in favor of J. W Chadwick and Louis Bendit, co-partners engaged in business under the name of Chadwick & Bendit, as lessees and thereafter, to-wit. on the 1st day of November, 1922, by said co-partners assigned to the said mortgagee, and by the said mortgagee heretofore sold, assigned and transferred unto this mortgagors; said property, rights, title and interest is hereby mortgaged as security for the payment of twenty (20) certain promissory notes of one hundred dollars (\$100.00) each bearing even date, made and signed by W. G. Baker, as trustee of Ardis Gasoline Company, the mortgagor herein, and payable to the order of said mortgagee with interest thereon from date at the rate of 6% per annum and payable as follows, to-wit:

COMPARED

The first of said series of notes to be due and payable on the 10th day of June, 1924, and on the 10th day of each and every month thereafter one of said notes shall mature and be payable according to its terms; said notes being so drawn that one of them shall fall due on the 10th day of each month beginning with the date last aforesaid and extending over and during the period of twenty (20) months beginning that the said 10th day of June, 1924.

It is expressly hereby stipulated and agreed that one or more of said notes may be paid by the mortgagor at any time prior to the date of said maturity of such note or notes at his option.

The mortgagors represents and states that said mortgages property is owned by said mortgagor, and that such interest is free and clear from any mortgage or incumbrance of any kind on the same or any part thereof, and, is in the actual possession of said mortgagor as such trustee.

The said mortgagor to keep, hold, have, retain, use, control, operate, and have and receive the profits and benefit thereof until default or until a breach of one or more of the conditions of the mortgage as herein agreed upon by the parties.

No part of said mortgaged property shall be sold or disposed of in any way by the mortgagor without the written consent of the mortgagee.

The mortgagor shall not remortgage said property or permit the same to become subject to any other lien or encumbrance.

The mortgagor shall not remove or permit the removal of said property from Tulsa County, Oklahoma,

The mortgagors shall use reasonable care and diligence to preserve and keep said property in good condition.

That in case of default being made in payment of any four of said notes at maturity or in case the mortgagor shall violate any of the foregoing conditions of said mortgage then and in that event said notes and the whole of the mortgage debt remaining unpaid shall become due and payable and the mortgagee shall be entitled to take immediate possession of said mortgaged property and to foreclose this mortgage to satisfy the whole of said mortgage debt remaining unpaid, with interest and costs of foreclosure, and the mortgagor authorizes the mortgagee to give a bill of sale to said property to the purchaser thereof, which shall convey all of the right, title and interest of the mortgagor therein to said purchaser.

A reasonable attorneys fee shall be taxed and made part of the foreclosure costs provided this mortgage is foreclosed by an attorney of record in the name of such attorney is indorsed in the order of sale.