

## COMPARED

450- in any of the terms, conditions, stipulations, covenants and agreements of this mortgage, then while such default continues, the said party of the second part his heirs and assigns, may declare the indebtedness hereby secured at once due and payable and may proceed to foreclose by an action in the proper court and sell the interest of the parties of the first part in said described premises and personal property after giving notice of the time and place of said sale as provided by law for the sale of real estate under execution, and apply the proceeds of said sale as follows;

1st. To the payment of the costs of such foreclosure proceedings, including an Attorney's Fee of Ten (10) per cent of the amount due, including interest then due and unpaid on said indebtedness;

2nd. To pay all charges, taxes and assessments which have been levied or assessed against said above described premises and personal property;

3rd. To pay all rents or royalties that may be due and unpaid under the terms of said described leases;

4th. To pay the indebtedness hereby secured, together with interest thereon or such thereof as may at such time be due and unpaid;

5th. The remainder, if any to be paid over to the parties of the first part their heirs and assigns, or to such person or persons whom they may designate in writing.

(d) 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 and control of the premises described herein, together with the personal property, and shall collect the rents and profits from the sale of oil and gas produced from said leases and leasehold estates, under the direction of the court without any showing of insolvency, fraud, insecurity or mismanagement on the part of the parties of the first part, and the parties of the first part hereby waive all notice of the appointing of a Receiver, and agree that such Receiver, at the option of the party of the second part may hold, maintain and operate said property including the running and selling of all oil and gas produced therefrom and apply the proceeds of the sale thereof to the payment of said indebtedness, until the said indebtedness, costs, attorney's fee are fully paid, or sell and dispose of said property according to law for the payment thereof.

All terms, covenants, stipulations and agreements herein shall bind and enure to the benefit of the parties hereto, their heirs, executors, administrators and assigns,

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

D. D. Shields  
Augusta Shields

STATE OF OKLAHOMA, )  
COUNTY OF TULSA, ) SS.

On this 1st day of April A.D. 1916 before me the undersigned a Notary Public in and for said county and State personally appeared D.D. Shields and Augusta Shields 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.

WITNESS my hand and Official seal.

My Commission Expires May 21, 1919

(SEAL)

Fred D. Oiler, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 24, 1923 at 3:20 o'clock P.M. in Book 450, page 184

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk