

mises, and pay all legal costs of such action.

COMPARED

NINTH: That as addition and collateral security for the payment of the note hereinbefor described, and all sums to become due under this mortgage, said first party hereby assigns to said party of the second part, its successors and assigns, profits, revenues, royalties, rights and benefits accruing to said first party under any and all oil and gas leases on said premises, with the right to receive and receipt for the same and apply them to said indebtedness as well before as after default in the conditions of this mortgage, and said party of the second part, its successors and assigns may demand, sue for and recover any such payments when due and payable, but shall not be required so to do. This assignment is to terminate and become null and void upon release of this mortgage.

TENTH: That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the directions of the court, without the proof required by statute; the amount so collected by such receiver to be applied, under the directions of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

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

ELEVENTH: In construing this mortgage the words "first party" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

First party agrees to pay the fees for recording the release of this mortgage.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Signed and delivered in the presence of:

M. C. Williams

G. W. Vohon

W.N. Williams

Eva L. Vohon

STATE OF OKLAHOMA }
COUNTY OF TULSA } SS

BEFORE ME, Will J. Swift, a Notary Public, in and for said

County and State, on this 16th, day of May 1923, personally appeared G. W. Vohon, and Eva L. Vohon, 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 the day and year last above written.

(seal) Will J. Swift, Notary Public

My commission expires Apr. 6, 1927.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 21, 1923, at 4:20 P.M. and recorded in Book 451 page 234.

By Brady Brown, Deputy.

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

231204-GB

ALLOTMENT DEED 37109

CHEROKEE NEW BORN, ROLL NO. 1631

THE CHEROKEE NATION
(Formerly Indian Territory)

OKLAHOMA.

COMPARED

TO ALL TO WHOM THESE PRESENTS SHALL COME GREETING:

WHEREAS, By the Act of Congress approved July 1, 1902, (32 Stat. 716), ratified by the Cherokee Nation August 7, 1902, it is provided that there shall be allotted by the Commission to the five Civilized Tribes, to each citizen of the Cherokee Tribe, land equal in value to one hundred and ten acres of the average allottable lands of the Cherokee Nations, and,