

secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter as hereinbefore provided, and the said party of the second part or assigns shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure; and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisal of said premises is hereby expressly waived, and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and note and coupons secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

Floyd Waymire,
Mary E. Waymire,

COMPARED

State of Oklahoma)
County of Tulsa) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of May, 1923, personally appeared Floyd Waymire and Mary E. Waymire, his wife, to me known to be the identical persons described in and 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) William J. Cross, Notary Public.

My commission expires May 27, 1924.

Filed for record in Tulsa County, Okla. on May 14, 1923, at 3:15 P.M. and duly recorded in book 455, page 82, By Brady Brown, Deputy.

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

230508 - BH

COMPARED

ARTICLES OF AGREEMENT AND DECLARATION OF TRUST OF THE
ALADDIN OIL & DRILLING CO.

This agreement, made and entered into this 3rd day of April, 1923, by and between W. B. Terry, C. H. Merrikan, H. C. Jones and W. R. Ford, together with their successors herein designated as Trustees, witnesseth:

Whereas, the subscriber proposes to transfer, assign and deliver to the trustees under the designation of Aladdin Oil & Drilling Co., all drilling contracts and property of every kind and character whatsoever, now belonging to said subscriber, a list of which is hereunto attached as Schedule "A";

Now, therefore, the said owner has herewith sold and does hereby sell, assign, transfer and set over and deliver unto said trustees, to-wit: W. B. Terry, Tulsa, Oklahoma, C. H. Merrikan of Tulsa, Okla, and H. C. Jones, of - - - - Trustees, under the designation of the Aladdin Oil & Drilling Co., in trust however, for the uses and purposes hereinafter set forth, all of the above property specifically described herein and all right, title and interest which said owner and subscriber holds therein.

The aforesaid subscriber further hereby agrees to, before April 15th, 1923, make proper assignment of all drilling contracts whether of record or otherwise, to the trustees designated herein, to lawfully convey same as herein provided.

And the said trustees for the purpose of defining the interest of the aforesaid subscriber, and their assigns, in such property, and in consideration of the sale and