

Ninth. That as additional and collateral security for the payment of the note hereinbefore 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 as before as after default in the conditions of this mortgage, and said party of the second part its successors and assigns may demand, due for and recover 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 shall 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 hand the day and year first above written.

D. B. Layton,
Anna Layton.

Signed and delivered in the presence of

M. C. Williams,
W. N. Williams,

State of Oklahoma)

Tulsa County) SS Before me, W. E. Laws, a Notary Public, in and for said county and State, on this 15th day of August, 1923, personally appeared D. B. Layton and Anna Layton, his wife, to me known to be the identical person 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) W. E. Laws, Notary Public.

Feb'y 19, 1927 - my commission expires.

Filed for record in Tulsa County, Okla. Aug. 24, 1923, at 3:10 P.M. and duly recorded in book 467, page 367, By Brady Bawn, Deputy,

(SEAL) O.G. Weaver, County Clerk

238678 - BH COMPARED

MORTGAGE.
(Oklahoma)

I hereby certify that I received \$ 0 2 and issued
No. 11257 therefor in payment of mortgage
the within mortgage.
25 day of August 1923
W. E. Laws, County Treasurer
P. S. B.

This indenture, made this 13th day of August, in the year of our Lord One thousand nine hundred and twenty three between D. B. Layton and Anna Layton, his wife, of the County of Tulsa, and State of Oklahoma, of the first part (hereinafter called first party) and The Deming Investment Company, of Oswego, Kansas, of the second part.

467