

And it is further agreed that upon a breach of the warranty herein or upon a failure to pay when due any sum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof and shall bear interest thereafter at the rate of ten per cent per annum, and the said party of the second part or its 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 the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, 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 appraisement of said premises is hereby expressly waived or not at the option of the holder of this mortgage.

In construing this mortgage the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Dated this Sep. 17, 1923,

T. E. Hannon (his mark)

Signed in the presence of:

Witness to Mark, R. G. Hannon;
Witness to mark, S. P. McBirney,

State of Oklahoma)
Tulsa County) SS

Before me, the undersigned, a Notary Public, in and for said county and state, on this Sep. 17, 1923, personally appeared T. E. Hannon, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his 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) C. V. Barker, Notary Public.

My commission expires July 3, 1924.

Filed for record in Tulsa County, Okla. on Sept. 17, 1923, at 1:30 P.M. recorded in book 467, page 620, Brady Brown, Deputy,

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

240163 - BH

RIGHT OF WAY AGREEMENT.

This agreement, made and entered into this 29th day of August, 1923, by and between Ida Lunsford, a single woman, and Edward Gooden, as guardian of Ada Lunsford and Susie Lunsford, minors, hereinafter called the Grantor, and Oklahoma Natural Gas Company hereinafter called the Grantee.

Witnesseth, that said grantor for and in consideration of the sum of \$52.50 dollars to him in paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove a pipe line 105 rods long, and located in accordance with plat of definite location on the back hereof, for the purpose of the transportation of Natural Gas, with right of