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NOW, THEREFORE, as security for the payment of one certain promissory note hereinafter described, parties of the first part do by these presents, mortgage unto party of the second part, its successors and assigns, all of first parties right, title and interest in and to the royalty rights owned by them in and to the lands hereinbefore described, including all oil now stored upon said lands belonging to the credit of first parties; and as further security for the payment of said note parties of the first part hereby mortgage to party of the second part, all their share of the oil or gas produced and saved from the proceeds of the sale thereof and first parties agree to execute all leases, papers and instruments required under pipe line regulations or otherwise to transfer first parties interest in and to oil and gas or casinghead gas to be produced from said lands to their credit to second party, and the proceeds thereof shall be applied by second party to the payment of said note hereinafter described.

### COMPARED

This mortgage is given in security for a certain promissory note, described as follows to-wit:

One note in the principal sum of \$5,320.00, dated October 10th, 1923, payable ninety days after date, with interest at the rate of 8% per annum from date, given by W.M. Black and Mabel C. Black, his wife, to The Liberty National Bank, of Tulsa Oklahoma.

The conditions of this agreement are as follows: Parties of the first part covenant and agree that they will pay said note at maturity.

That they will not sell, mortgage, assign, or otherwise dispose of said property above described, and will not encumber same in any way until this mortgage is fully satisfied and will not remove or permit any part of said property to be removed out of said county while this mortgage remains a valid lien there on, and will not permit any other liens to accrue against said property and will pay all production or other taxes that may be levied against the same.

The parties hereto mutually understand, covenant and agree that in the event first parties violate or fail to perform any of the above covenants and conditions, or any part thereof, the second party herein shall be and is hereby authorized, at its option, to declare all of the said indebtedness due and payable and to foreclose this mortgage, according to law, and that in that event second party is entitled to recover, and first parties hereby agree to pay a reasonable attorneys' fee of ten per cent of principal sum of note, which this mortgage also secures. The first parties hereby waive appraisal of said property under such foreclosure proceedings.

All the terms, conditions and covenants herein contained shall extend to and bind all the parties hereto, their successors and assigns,

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

W. M. Black

Mabel C. Black

STATE OF OKLAHOMA, )  
COUNTY OF TULSA, )

ss. Before me, the undersigned, a Notary Public within and for said County and state, on this 10th day of October, 1923, personally

appeared W. M. Black and Mabel C. Black, 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. My commission expires Mar. 30, 1927

(SEAL)

Wm. O. Moylan, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 11, 1923 at 3:30 o'clock P. M. in Book 475, page 432 By Bracy Brown, Deputy (SEAL) O. G. Weaver, County Clerk