

parties of the first part, their administrators, executors, successors or assigns will promptly notify the party of the second part or its assigns of the institution of proceedings in eminent domain or any attempt to purchase or appropriate the surface of said property under said Chapter 46 Statutes at Large, Volume 37, and agree and direct that all condemnation or purchase money which may be agreed upon, or which may be found to be due, be paid to the party of the second part and be credited upon the balance due hereunder.

TENTH: As additional and collateral security for the payment of the note and the indebtedness hereinbefore described said mortgagor hereby assigns to said mortgagee, its successors and assigns, all of the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sublessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

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

Upon satisfaction of this mortgage the mortgagor agrees to accept from the mortgagee a duly executed release of same, have it recorded and pay the cost of recording.

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

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

Bryan W. Eaton

Nellie Eaton

**COMPARED**

STATE OF OKLAHOMA,     )  
County of Tulsa.        ) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 6 day of November 1923, personally appeared Bryan W. Eaton and Nellie Eaton, 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.

My commission expires Feb. 10, 1927.     (Seal)

W. J. Ruyle, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Dec. 4, 1923, at 3:55 o'clock P.M. and recorded in Book 479, Page 539.

By Brady Brown, Deputy.     (Seal)

O. G. Weaver, County Clerk.

245948 C.M.J.

RELEASE OF MORTGAGE-CORPORATION.

**COMPARED**

In Consideration of the payment of the debt therein named Home Building and Loan Association a corporation, does hereby release Mortgage made by J. L. Roux and Tainese Roux, husband and wife, in the amount of Two Thousand Dollars (\$2,000.00) to Home Building and Loan Association and which is recorded in Book 297 Mortgages, Page 486 of the Records of Tulsa County, State of Oklahoma, covering the

The North Forty-six (46) feet of Lot Five (5) in Block Four (4) in Ohio Place Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.