

mortgage at the time paid, advanced, held or owned by the holder hereof shall be included in such foreclosure, and is secured hereby in the same manner as said notes. And any sum paid by the holder hereof in defending the title to said premises, or discharging any liens thereon, whether as attorneys fees, costs or otherwise with interest thereon at the rate of ten per cent per annum is secured hereby, and may be included in a foreclosure hereof and the said party of the first part hereby expressly waive appraisalment of said premises. And all covenants and agreements herein contained shall run with the land herein conveyed. It is further covenanted and agreed by the said party of the first part that in case of default in the payments as herein provided the said party of the second part or the legal holder hereof upon the institution of suit to foreclose shall be entitled to the possession of said property by a receiver or otherwise, as it may elect. The foregoing covenants and conditions being performed this conveyance to be void; otherwise in full force and virtue.

This mortgage shall in all respects be governed and construed by the laws of the State of Oklahoma at the date of its execution.

Signed and delivered this 15th day of October 1923.

*(Emp Seal)*  
TREASURER'S ENDORSEMENT

Tulsa Warehouse Co.

Per O. E. Upp

President

I hereby certify that I received \$, 20 and issued Receipt No. 12367 thereon in payment of mortgage tax on the within mortgage.

Dated this 31 day of Oct 1923

H. S. Upp  
Secretary

W. W. Stacey, County Treasurer

STATE OF OKLAHOMA, )

County of Tulsa, )

SS.

Deputy

Before me, Lydia M. Bickford a Notary Public in and for said County and State, on this 15th day of October, 1923 personally appeared O. E. Upp to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this the day and year last above written.

My Commission Expires July 21st, 1927

(SEAL)

Lydia M. Bickford  
Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 30, 1923 at 4:20 o'clock P. M. in Book 480, page 87

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

243456 G. J.

RELEASE

COMPARED

The undersigned, J. P. Byrd assignee of lessee on One-Third (1/3) interest in certain oil and gas mining lease executed by H. A. Ediger and wife, Katherine Ediger, of Collinsville, Oklahoma, lessors in favor of H. E. Ball, of Tulsa, Oklahoma, lessee, dated May 16, 1921, and filed for record in Book 349, at page 153 of the records of Tulsa County, Oklahoma, in the office of the County Clerk, hereby releases, relinquishes and surrenders all right, title & interest in and to the foregoing lease on the following described land, to wit:

The Southeast quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Seventeen (17), Township Twenty-one (21), North, Range Fourteen (14) East of the Indian Meridian, and containing Forty (40) acres, more or less, said land being located in County of Tulsa, State of Oklahoma.

Signed and sealed this 15th day of August, 1923.

J. P. Byrd  
Assignee