

purposes, or the manner of the collection of any such taxes so as to affect the interest of the holder the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall at the option of the holder without notice to any party, become immediately due and payable.

It is further agreed that as additional collateral to secure the payment of the indebtedness secured hereby, first party hereby assigns to second party or its assigns all compensation or purchase money which may in any manner be received by the first party or the owner of the premises hereby mortgaged under agreement or by awards under eminent domain or taking said property for public use, and all profits, revenues, royalties, rents and benefits accruing to the said first party or the owners of the property mortgaged from said premises, in any manner including and under any and all oil gas mineral or other leases now on or hereafter placed thereon; this agreement to terminate upon the release of this mortgage, and in the event of any default under this mortgage; the owner and holder hereof shall be entitled to immediate possession of the said premises and to the appointment of a receiver without notice, which notice the first party hereby waives;

It is agreed that upon the breach of any promise, agreement, covenant, condition or warranty herein, including the failure to pay any principal or interest secured hereby when due or any taxes or assessments herein mentioned when due, or to keep the premises unceasingly insured and to deliver policies of insurance as herein provided, or to comply with any requirements herein, the whole sum secured hereby shall at once, and without notice, at the option of the holder hereof become immediately due and payable whether or not the holder shall have paid any such taxes or assessments or have procured any such insurance, and the holder hereof shall hereupon be entitled to foreclose this mortgage and to have the premises sold and the proceeds applied to the payment of the sum secured hereby, and immediately upon the filing of a petition for foreclosure the holder hereof shall be entitled to a receiver to the appointment of which the first party hereby consents, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for rentals or damages other than for rents actually received; the first party expressly waives notice of election to declare the whole debt or any part thereof due as hereinbefore stated and expressly waives appraisal of said real estate and all benefits of the stay, valuation and appraisal laws of the State of Oklahoma.

Ella Decker

STATE OF OKLAHOMA

COUNTY OF TULSA

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9 Before me, the undersigned a Notary Public in and for said County and State, on this 29th day of July, 1924 personally appeared Ella Decker a Widow to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth. Witness my hand and notarial seal the day and year last above written.

My Commission expires April 14- 1928 (seal) Katherine Reed Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, July 30- 1924 at 2:50 O'Clock P. M. and recorded in Book 484, Page 604.

By Brady Brown Deputy

(seal)

O. G. Weaver County Clerk;

#264161 EC

CONFIRMED

DECLARATION OF TRUST;

THIS AGREEMENT, made on this 30th day of July, 1924, between C. E. Griggs and W. R. Thawley, designated as the Subscribers and Lon Hicks, together with his successors herein designated as the Trustees.

WITNESSETH. That Whereas the Subscribers propose to transfer, assign and deliver to the Trustee under the designation of Tulsa Grocery and Market, certain properties, as shown in "Schedule A", identified by the signatures of the parties hereto and filed with the