

third parties in litigation or otherwise, including attorney's fees and abstract of title, incurred by reason of this mortgage or to protect its liens, shall be repaid by first party, with interest at ten per centum per annum, and this instrument shall be security therefor.

Now if the first party shall pay or cause to be paid, unto the holders of the notes aforesaid, all and singular the said promissory notes and interest coupons, at the maturity thereof respectively, and shall well and truly keep and perform all and singular the several agreements herein set forth, then this trust shall cease and be void and the property shall be released at the cost of first party; but if upon a breach of any warranty or agreement herein or a failure to pay when due any sum, interest or principal or advancements, secured hereby, or any taxes herein mentioned, or to comply with any of the requirements herein, or upon any waste permitted or committed on said premises, the whole sum secured hereby shall at once and without notice become due and payable, and shall bear interest thereafter at the rate of eight per centum per annum, and the said party of the second part or the party of the third part, or the assign of them or either of them, shall be entitled to a foreclosure of this mortgage and to have said premises sold and the proceeds applied to the payment of the various sums secured thereby and the costs of foreclosure; and the second party shall upon the written request of persons holding a notes secured hereby to the value of 10% of the whole amount of said notes, and after giving the first party thirty days notice in writing of his intention so to do, shall file a petition in a court of competent jurisdiction to foreclose said mortgage, and shall press the suit to a speedy decree and sale of the property; and he shall also be entitled to take possession of said real estate and lots, and to collect and apply the rents thereof, less reasonable expenditures to the pay- of the debt secured hereby prorata on all the notes. Upon a sale of said lots and real estate he shall receive the proceeds, and shall pay 1st. The expense of foreclosure including the attorneys fees provided herein; 2d. All monies advanced by second or third parties in protesting said mortgaged premises and taxes; next the amount unpaid on said notes and interest coupons to the holders prorata on said notes and accrued interest; and the remainder if any to the party of the first part or his legal representative or assigns.

Dated this 30th day of November 1923.

Signed in the presence of

(Corp Seal)

Resource Development Co.

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by J. F. Greenway

Its President

Attest A. J. Walm

Secretary

STATE OF MISSOURI )

: SS.

CITY OF ST. LOUIS )

Before me, the undersigned Notary Public, in and for said City and State, on this 30th day of Nov. 1923, personally appeared J. F. Greenway 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 such Corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above written.

My commission expires May 5th, 1926.

(Seal)

Dr Franklin Garber, Notary Public

Filed for record in Tulsa, Tulsa County, Oklahoma on May 7, 1924 at 9.30 oclock A. M. in Book 485 page 301

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk

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COMPARED