

AND IT IS FURTHER AGREED that upon a breach of the warranty herein or upon a failure to pay when due anysum, interest or principal, secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon, without the consent of the said second party, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder thereof and shall bear interest thereafter at the rate of 10 per cent per annum, and the said party of the second part or its assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder thereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, 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 any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and coupons secured thereby, shall in all respects be governed and construed by the laws of the State of Oklahoma.

Dated this First day of April, 1924

James Cecil

STATE OF OKLAHOMA Tulsa COUNTY, ss.

Before me, H. M. Price a Notary Public in and for said County and State on this 1st day of -----, 1924 personally appeared James Cecil, a single man and--- to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

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

My commission expires Jan. 15th 1925 (SEAL)

H. M. Price, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Apr 15, 1924 at 9:00 o'clock A. M. in Book 487, page 332

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

265799 C.J.

RELEASE OF OIL AND GAS LEASE

COMPARED

KNOW ALL MEN BY THESE PRESENTS: That, J. J. Simmons, Jr., does hereby release, relinquish and surrender to Ernest R. Anthis, of Muskogee, Okla., his heirs or assigns, all right, title and interest in and to a certain oil and gas mining lease made and entered into by and between Leo Bennett Escoe, of Muskogee, Okla., as lessor, and J. J. Simmons, Jr., as lessee, dated the 25th day of October, 1923, covering the following described land, to-wit:

The West Half of the Southeast Quarter of the Southwest Quarter of Sec. 12,

Twp. 16 N., Rng. 12, E.,

and containing twenty acres situated in the County of Tulsa and State of Oklahoma, said lease being recorded in the office of the Register of Deeds in and for said county, in Book 463, at page 73.

Executed this 14th day of April, 1924.

J. J. Simmons Jr.

STATE OF OKLAHOMA)
Muskogee County) ss.

On this 14th day of April, A. D., 1924, before me, the undersigned, a Notary Public