

applied towards the payment of the indebtedness due the said second party, or its assigns, ascertained in accordance with the terms of the note and contract 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 shall be entitled to a receiver, to the appointment of which the mortgagors 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 any rental or damage other than for rents actually received, the mortgagors hereby waiving any and all damage arising by reason of the taking possession of said premises as aforesaid, and for any and all other damage or liabilities that may occur to said property when in the possession of said mortgagors, and all the covenants and agreements herein contained shall run with the land herein conveyed.

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

Geo M. Hauptmann
Elizabeth Hauptmann

STATE OF OKLAHOMA,)
COUNTY OF TULSA)

Before me Fred S. Broach, a Notary Public in and for said County and State on this 15th day of April A. D. 1924, personally appeared George M. Hauptmann and Elizabeth Hauptmann 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 the day and year above set forth.

My commission expires March 10, 1925 (SEAL) Fred S. Broach, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Apr 15, 1924 at 1:30 o'clock P. M. in Book 487, page 340

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

255793 C.U. COMPARED QUADRUPLICATE * DEPARTMENT
* RECEIVED
* FEB 25, 1924
* NO. 983
* SUPT FIVE CIVILIZED TRIBES

Form A. Series 1908.--Approved April 20, 1908.
Amended February 6, and June 29, 1911. 48380
* FIVE CIV. TRIBES
* CASHIER
* JAN 26, 1924
* MAIL DIV. Jan 26, 1924

OIL AND GAS MINING LEASE UPON LAND SELECTED FOR ALLOTMENT
CREEK NATION, OKLAHOMA

THIS INDENTURE OF LEASE, Made and entered into in quadruplicate on this 15th day of January A. D. 1924, by and between Robert Rogers, (and joined in by his wife Fency Rogers, NeeSarkache) of Sapulpa, Okla, enrolled as a full blood citizen of the Creek Nation, Roll No. 3120, party of the first part, hereinafter designated as lessor, and BV-Vi-Bar Petroleum Corporation of Tulsa, Oklahoma, party of the second part, hereinafter designated as lessee, under and in pursuance of the provisions of the Act of Congress approved May 27, 1908, (35 Stat. L. P. 312) WITNESSETH:

1. The lessor, for and in consideration of one dollar, the receipt whereof is acknowledged, and of the royalties, covenants, stipulations and conditions hereinafter contained, and hereby agreed to be paid, observed and performed by the lessee, does hereby demise, grant, lease, and let unto the lessee, for the term of ten years from the date of the approval hereof by the Secretary of the Interior, and as much longer thereafter as oil or gas is found in paying quantities, all the oil deposits and natural gas in or under the following described tract of land, lying within the county of Tulsa and State of Oklahoma, to-wit: That part of the S $\frac{1}{2}$ of NE $\frac{1}{4}$ lying South of Missouri, Kansas & Texas Railway as shown on the