

488 renewal receipts to said second party; and upon satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectable, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage; and if suit is commenced to foreclose this mortgage the second party shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, amounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid.

All money paid by said second party for insurance, taxes or assessments upon said property, and expense of continuation of abstract, and all expenses and attorney's fee incurred by said second party and assigns by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first party, with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually, and be secured by this mortgage.

And in case of foreclosure hereof said first parties hereby agree to pay the sum of ----- Dollars, attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed.

And in consideration thereof, the mortgagors hereby expressly waive the benefits of the homestead laws of our State and agree that the Court in which suit in foreclosure hereon may be filed may appoint a receiver to take possession of said premises and collect the rents and profits therefrom, pending said litigation and dispossess these mortgagors.

Dated this 12th day of April 1924.

J. C. Culbertson

State of Oklahoma,)
Muskogee County) ss.

On this 12th day of April A. D. 1924 before me, the undersigned, a Notary Public in and for said County and State, personally appeared J. C. CULBERTSON, a single man, 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 therein set forth.

My commission expires July 1, 1926

(SEAL) Ruth Hubbard, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 10, 1924 at 8:30 o'clock A. M. in Book 488, page 38

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

257858 C.J.

COMPARED

RELEASE OF OIL AND GAS LEASE
(Corporation Short Form)

WHEREAS, a certain Oil and Gas Mining Lease, dated the 22nd day of Aug. 1922, given by Chas. E. Beyl, Lessee to J. N. Shilling, Lessee and covering the following described lands, to-wit: Beg. at a point 191 ft W of SE cor of Lot 3 Sec. 3 Twp. 19 N Rge. 12 E running N- 860 ft to Osage Line thence West 496 ft to NE cor of NW 10 acres of Lot 3 thence S 660 ft thence W 660 ft thence S 188 1/2 ft to SW cor of said lot thence E 1129 ft to beg. containing 12 acres also beginning at NE cor of Allotment of Chisno Childers in NW 1/4 of Sec. 3 Twp 19 N Rge 12 East thence W 191 ft thence S. 860 ft thence East 191 ft thence N- 860 ft to beg. containing 3.59 acres more or less all in Sec. 3, Twp. 19 N, Range 12 E. County of Tulsa