

delinquent, the holder of said notes and this mortgage may, without notice to the first part, elect the whole sum or sums and interest thereon and attorney's fees therein provided for due and payable at once and proceed to collect said debt, interest and attorney's fees set out and mentioned in said note, according to the terms and tenor thereof and also all sums paid for insurance and taxes and legal assessments and interest thereon, and also to foreclose this mortgage, whereupon the said second party, its successors and assigns, shall become and be entitled to the possession of said premises and shall be entitled to the rents and profits thereof, and shall be entitled to the appointment of a receiver for the collection of said rents and profits,

And it is further expressly agreed, that as often as any proceeding is taken to foreclose this mortgage, said first part shall pay to said second party, its successors and assigns a sum equal to Ten Dollars and Ten Per Cent additional of the total amount due on said mortgage and on said note, as attorney's fees for such foreclosure, in addition to other legal costs, and that such attorney's fees shall be a lien upon the premises hereinabove described, and a part of the debt secured by this mortgage,

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands the day and year first above written *written*.
 State of Oklahoma, Tulsa County) SS H. O. Weaver
 Anna W. Weaver

Before me, Louise Nelson a Notary Public in and for said County and State on this 5th, day of January, 1925 personally appeared H. O. Weaver and Anna W. Weaver 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,

My commission expires Mar 19th. 1928 (seal) Louise Nelson Notary Public,
 Filed for record in Tulsa, Tulsa County, Oklahoma, January 6th. 1925 at 9:55 O'Clock A. M. and recorded in Book 489. Page 603;

By- Brady Brown Deputy (seal), O. G. Weaver County Clerk,
 #275630 EC MINERAL DEED;

KNOW ALL MEN BY THESE PRESENTS; That Oscar Lowery, a widower, of Tulsa, Tulsa County, State of Oklahoma, for and in consideration of the sum of One Dollar and other Cash Consideration (\$1.00) cash in hand paid by Edmund Lashley, Tulsa, Oklahoma, hereinafter called Grantee, the receipt of which is hereby acknowledged, have granted, sold, conveyed, assigned and delivered and by these presents do grant, sell, convey, assign and deliver unto said Grantee, an undivided one-sixteenth interest in and to all of the oil, gas, and other minerals in and under and that may be produced from the following described land situated in Tulsa County, State of Oklahoma, to-wit; The West-Half (W $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 13, Township 21 North, Range 13 East, containing 80 acres more or less, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring said lands for oil, gas and other minerals and removing the same therefrom,

Said land being now under an oil and gas lease executed in favor of Hoyt F. White it is understood and agreed that ~~this~~ sale is made subject to the terms of said lease, but covers and includes one-sixteenth of all of the oil royalty, and gas rental or royalty due and to be paid under the terms of said lease,

It is understood and agreed that one-sixteenth of the money rentals which may be paid to extend the term within which a well may be begun under the terms of said lease is to be paid to the said Grantee and in the event that the above described lease for any reason becomes cancelled or forfeited, then and in that event an undivided one-sixteenth of the lease interest and all future rentals on said land for oil, gas and other mineral privileges shall be owned by the said Grantee himself owning one-sixteenth of all oil, gas and ^{other} minerals in and