

effected by the holder hereof, and the amounts so paid shall be a lien on the premises aforesaid and draw interest at the rate of ten per cent. per annum, payable semi annually, from date said sums are expended, all such sums shall be secured by this mortgage and be collected in the same manner as the principal debt hereby secured.

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the note or notes secured hereby, or shall fail in any of the terms or conditions of the said prior bond or mortgage, or if at any time there remains unpaid any interest, insurance premiums, taxes or assessments, after the same becomes due, or should said mortgagors commit waste on said described premises, then the said note and all the same secured by this mortgage shall immediately become due and payable, at the option of the holder hereof, without notice or demand and the holder hereof may at once cause this mortgage to be foreclosed and shall be entitled to recover attorney's fees in the sum of ten per cent. of the amount hereby secured, in no event less than Fifty Dollars, the said sum to be adjudged a lien upon said lands and secured by this mortgage; and shall be entitled upon the breach of the conditions herein to the immediate possession of the said premises and to the rents and profits thereof, and, the said mortgagor hereby covenants and agrees to give peaceable possession thereof as aforesaid and in case the mortgagee or the holder of this mortgage shall institute proceeds in court to foreclose this mortgage the parties hereto agree that a receiver may be appointed by the court to preserve the same and collect the rentals and profits thereon without regard to the question of value.

It is agreed that this mortgage shall secure the payment of any sums which may be hereafter advanced or material hereafter furnished by the mortgagee for the purpose of buildings upon, improving or repairing the premises herein described.

The foregoing conditions being performed this conveyance to be void, otherwise in full force and effect.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand the day and year first above written.

J. A. Brooke

STATE OF OKLAHOMA,)
County of Tulsa.) ss.

Before me, a Notary Public, in and for said County and State, on this 13th day of October 1924 personally appeared J. A. Brooke, a single man to me personally 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.

Witness my signature and official seal, the day and year last above written.

My commission expires Mar. 4-1928. (Seal)

Harold J. Sullivan, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Oct. 30, 1924, at 2:15 o'clock P.M. and recorded in Book 490, Page 321.

By Brady Brown, Deputy. (Seal)

O. C. Weaver, County Clerk.

271004 C.M.J.

RELEASE OF DEED OF TRUST.

WHEREAS on the 1st day of July, 1919, The U. S. Oil & Gas Company, a corporation, executed and delivered unto Exchange Trust Company, a corporation, as Trustee, its certain Deed of Trust to secure the payment to the holders thereof of negotiable coupon bonds in the principal sum of Five hundred thousand (\$500,000.00) Dollars, upon certain real estate and oil and gas mining leases and leasehold estates mentioned in said instrument, which said Deed of Trust appears duly of record in the office of the County Clerks in the below mentioned counties, in record books and at pages as follows, to-wit:

In Tulsa County, in book 277, at page 52, Washington County Book 26 of Mts. Page 237

490

JS JH