

with the interest thereon according to the terms and tenor of said note, and shall make and maintain such insurance and pay such terms and assessments the these presents shall be wholly discharged and void; otherwise shall remain in full force and effect. if said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises, or any part thereof, are not paid before delinquent, then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten (10) per cent per annum, until paid, and this mortgage shall stand as security for all such payments, and if said sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent, the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees and to foreclose this mortgage, and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above and also the benefit of stay, valuation of appraisement laws.

In witness whereof, said parties of the first part have hereunto set their hands the day and year first above written.

Joe Hodges, Jr.,
Bertha Hodges.

State of Oklahoma)
County of Tulsa) SS
Before me, a Notary Public, in and for said County and State on this 19th day of July, 1924, personally appeared Joe Hodges, Jr., and Bertha Hodges, his wife 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 official hand and seal the day and year above set forth.

(SEAL) Arden E. Ross, Notary Public.

My commission expires Jan. 2, 1927.

Filed for record in Tulsa, Okla. on July 19, 1924, at 9:30 A.M. recorded in book 491, page 143, Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

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AFFIDAVIT.

State of Oklahoma)
County of Tulsa) SS
J. M. Hayner, of lawful age upon his oath states:

That on the 9th day of September, 1922, he was President of the Halco Oil Company and Vice-President the Dekoma Development Company, both corporations, the owners of the lessees interest in an oil and gas lease covering among other lands the west half ($\frac{1}{2}$) of the southwest quarter ($\frac{1}{4}$) of the southeast quarter ($\frac{1}{4}$) of section 8-20-13 Tulsa County, Oklahoma which oil and gas lease was originally executed on the 17th day of June, 1920, by W. T. Redmon and Martha B. Redmon, his wife, to C. E. Stalker, and which original lease was filed in the office of the County Clerk of Tulsa County, Oklahoma, on the 12th day of August, 1920 and recorded in book 294, page 309; that on the 9th day of September, 1922, as President and Vice-President, respectively, of said corporation, he executed and acknowledged a release of said oil and gas lease, which said release was filed in the office of the County Clerk of Tulsa County, Oklahoma, on the 9th day of September, 1922 and recorded in book 428 at page 463; that by inadvertence and oversight a misdescription was placed in said release, the same purporting to release the northeast quarter ($\frac{1}{4}$) of the southeast quarter ($\frac{1}{4}$) of the southeast quarter ($\frac{1}{4}$) of said