

without notice to first parties elect to declare 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 parties 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 fee 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.

F. M. Scott

Josephine B. Scott

State of Oklahoma Tulsa County, Ss.

Before me, the undersigned a Notary Public in and for said County and State on this ----day of July, 1924, personally appeared F. M. Scott, and Josephine B. Scott, 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 use and purposes therein set forth.

My commission expires Feb 6, 1927

(SEAL)

In Seal
Al H. Westerman, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, July 7, 1924 at 1:30 o'clock P. M. in Book 492, page 75

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

262225 C.J.

S T I P U L A T I O N

Whereas Dominion Oil Corporation of Oklahoma is the owner of an oil and gas mining lease executed by Howard W. Phillips and covering the

South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Sixteen (16), Township Nineteen North (19N), Range Eleven East (11E) in Tulsa County, Oklahoma

said lease being recorded in the office of the County Clerk of Tulsa County, Oklahoma, in Book 277, at page 573, the said Dominion Oil Corporation of Oklahoma having heretofore released and surrendered the other lands covered by said lease.

Now, therefore, in consideration of the release and surrender of said other lands by said Dominion Oil Corporation of Oklahoma;

The said oil and gas mining lease insofar as it refers to the lands described as the

South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Sixteen (16), Township Nineteen North (19N), Range Eleven East (11E) in Tulsa County, Oklahoma

is modified and amended so that the royalty to be paid on the oil produced therefrom shall be one eighth (1/8) of the oil produced and saved from the leased premises.

And said lease shall in no other wise be changed, altered, or amended.

IN WITNESS WHEREOF, The said Howard W. Phillips has hereunto set his hand and