

same become delinquent; that he will at once, without delay, cause the buildings upon said premises situate, to be insured or re-insured against loss by fire, in the amount of \$1500.00 (the insurance company or companies to be subject to approval of second party), and he will continue and maintain such insurance without intermission so long as the note hereby secured remains unpaid, and shall deliver the policy or policies properly assigned or pledged to said second party, and in the event of loss said second party shall have power to collect such policy or policies and apply the proceeds thereof to the payment of the debt herein secured; that if the maker of the note hereby secured shall fail to pay either principal or interest within thirty days after due, or shall fail to perform any of the covenants herein stipulated, the note herein secured may thereupon, at the option of the holder, and his option only, without notice, be declared due and payable, and this mortgage may thereupon be foreclosed; that in case of default in the performance of any covenant herein stipulated he will pay interest on the note herein secured, at the rate of 10 per cent per annum from date thereof until the final payment; that he hereby waives all benefit of the stay, valuation and appraisement laws of the State of Oklahoma.

The said party of the first part, for himself, his heirs, representatives and assigns, hereby expressly agrees that in case of foreclosure of this mortgage as hereinbefore provided, he will pay to the plaintiff or other party foreclosing this mortgage, a reasonable attorney fee, therefor; such fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in the judgment rendered in such action, and shall be enforced and collected in the same manner as the principal debt secured thereby.

Signed this Nineteenth day of August A. D. 1924.

In presence of

M. V. Lilly

B. A. Lilly

J. W. Whitney

Etta M. Whitney

STATE OF OKLAHOMA,)
TULSA COUNTY) ss.

Before me, a Notary Public, in and for said County and State, on this Twenty-second day of August 1924, personally appeared J. W. Whitney and Etta M. Whitney, 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.

My commission expires March 26th, 1925 (SEAL)

B. A. Lilly, Notary Public
Residence Tulsa, Oklahoma.

Filed for record in Tulsa County, Tulsa Oklahoma, Aug 22, 1924 at 11:26 o'clock A. M. in Book 494, page 231

By Brady Brown, Deputy

(SEAL)

O. G. Wegver, County Clerk

265849 C.J.

A G R E E M E N T

THIS INDENTURE, Made and entered into this 21st day of August, 1924, by and between Brooks Drilling Company, a Corporation, party of the first part, and THE EXCHANGE NATIONAL BANK, of Tulsa, Oklahoma, a corporation, party of the second part:

WITNESSETH: THAT WHEREAS, the party of the first part is the owner of a valid, existing and indefeasible oil and gas mining lease, free and clear of all liens and encumbrances, dated Dec. 29, 1923, executed by Albert E. Hall, to Brooks Drilling Company, and recorded in Book 463, page 337 of the records of the Register of Deeds of Tulsa County, Oklahoma, covering the following described property, located in Tulsa County, State of Okla-