

part may, at its option, pay any liens, charges, incumbrances or assessments, which may or might become a charge or lien against said property, superior and paramount to this mortgage lien, or to any part thereof, and that said sum so paid, if any, shall bear interest from the time of payment by the party of the second part at ten (10% per cent per annum until paid, and shall likewise be secured by this mortgage.

The party of the first part covenants and agrees that this mortgage is security not only for the principal indebtedness in the amount of (\$5,000) Five Thousand and no/100 Dollars, above set forth, but also for any indebtedness of the party of the first part to the party of the second part, during the time that any of the above original indebtedness, or the interest, charges or fees thereon, shall remain unpaid, and is security also for any sums which said party of the second part shall be obligated to pay, or shall become obligated for, in order to protect the security of this mortgage, and for any and all other sums for which the said party of the second part shall become liable, whether by agreement or operation of law during the life of this mortgage.

The said party of the first part covenants and agrees that it will make, execute and deliver any and all necessary assignments, orders, transfer orders or division orders necessary and requisite to vest in the party of the second part, the full right and title to the proceeds, incomes and royalties of said leasehold estates, or the oil therefrom, due or to become due, during the life of this mortgage.

The party of the first part covenants and agrees that it will pay the said indebtedness hereinabove described, together with the interest, charges and fees thereon, and covenants and agrees that in the event the indebtedness hereby secured, or any part thereof, is not paid when due, or in the event any of the covenants and agreements herein set out are violated or broken, the party of the second part may, at its option, declare the whole sum due and foreclose this mortgage and the lien thereof, and covenants and agrees that upon the filing of a petition for foreclosure of said mortgage, the court may, without notice, as a matter of right, appoint a receiver to take charge of said properties, and the incomes, royalties, rentals, tolls and proceeds therefrom, and the party of the first part covenants and agrees that in any suit to foreclose said mortgage, and the lien thereof, whether by suit or by other legal forms of foreclosure, there may be charged a reasonable attorney's fee, in the sum of ten (10%) per cent of the amount of indebtedness and interest thereon, due at the time of filing or institution of foreclosure proceedings, which said attorney's fee shall also be secured by this mortgage.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused its signature to be affixed, attested by its corporate seal, the day and year first above written.

J. E. Fitz Patrick

STATE OF OKLAHOMA)
COUNTY OF TULSA,) ss.

Before me, the undersigned, a Notary Public, in and for said County and state on this ----- day of August, 1924, personally appeared J. E. Fitz Patrick and---- to me 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.

Given under my hand and seal the day and year last above written.

My commission expires Mar 24, 1927 (SEAL) R. R. McCormick, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Aug 28, 1924 at 3:00 o'clock P. M.
in Book 494, page 311

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk