

As Additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part, its successors and assigns, all the profits revenues, royalties, rights and benefits accruing to them under all oil, gas or mineral leases on said premises. This assignment is operative only in case of breach of the covenants and warranties herein, and is to terminate and become null and void upon release of this mortgage.

And it is Further Agreed that upon a breach of the warranty, herein or upon a failure to pay when due any sum, interest or principal secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter as hereinbefore provided, and the said party of the second part or assigns shall be entitled to a foreclosure of this Mortgage, and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to a Receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure; and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisal of said premises is hereby expressly waived, and all the covenants and agreements herein contained shall run with the land herein conveyed.

This Mortgage and notes secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

TREASURER'S ENDORSEMENT
I hereby certify that I received \$ 100 and issued
Luella Swisher Receipt No. 16482 thereon in payment of mortgage
T. H. Swisher on the within mortgage.
Dated this 11 day of Sept 1924
W. W. Stuckey, County Treasurer
Deputy

State of New Mexico)
County of Chaves) ss.

Before me, J. G. Roberts, a Notary Public in and for said County and State, on this 8th day of Sept, A. D. 1924, personally appeared Luella Swisher and T. H. Swisher, her husband, to me known to be the identical persons described in and 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 hand and official seal, the day and year above set forth.

My commission expires 12/22 A. D. 1925 (SEAL) J. G. Roberts, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Sept. 11, 1924 at 4:10 o'clock P. M. in Book 494, page 406

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

267199 C.J.

TRUSTEE'S DEED

STATE OF OKLAHOMA, TULSA COUNTY, SS.

INTERNAL REVENUE

KNOW ALL MEN BY THESE PRESENTS:

Cancelled

That William Vance, Trustee, party of the first part in consideration of the sum of One Dollar (\$1) and other valuable considerations in hand paid, the receipt of which is hereby acknowledged, does, hereby grant, bargain, sell and convey unto The Exchange Trust Company, Trustee to be held by it in trust for the use and benefit of Benjamin Vance, Junior, under the terms and provisions of the last will and testament of Benjamin Vance, deceased and the interpretation thereof heretofore made by the Supreme Court of Oklahoma, the following described real property and premises situate in Tulsa County, State of Oklahoma, to-wit:

All of the west one-half (1/2) of lot numbered seven (7) and all of lot numbered eight (8) of Block numbered one (1) of Maple Ridge Addition to Tulsa, Oklahoma according to the official plat and survey thereof in the office of the County Clerk