

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 or appraisement laws.

In witness whereof, said parties of the first part have hereunto set their hands this 29th day of September, 1924.

F. H. Magruder,  
Vivian Magruder.

State of Oklahoma )  
County of Tulsa ) SS

Before me, a Notary Public, in and for the above named County and State, on this 29th day of September, 1924, personally appeared F. H. Magruder and Vivian Magruder, his wife, to me personally 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 signature and official seal, the day and year last above written.

(SEAL) M. Hughes, Notary Public.

My commission expires Feb. 24, 1927.

Filed for record in Tulsa Co. Okla. on Oct. 6, 1924, at 10:50 A.M. recorded in book 497, page 61, Brady Brown, Deputy.

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

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#### STIPULATIONS.

The undersigned owners in fee of the following described lands situate in Tulsa County Oklahoma, to-wit:

The northeast quarter (NE $\frac{1}{4}$ ) of section twentysix (26) township twenty two (22) north, range thirteen (13) east;

do hereby state that they purchased said lands from J. R. Caudle and wife and N. O. Colburn and wife, by deed of general warranty bearing date June 26, 1919, and caused same to be filed for record in the office of the County Clerk of Tulsa County, Oklahoma, September 2, 1919, that at the time of the purchase of said lands the undersigned had been advised by the said Caudle and Colburn that prior thereto and to-wit; under date of April 15, 1919, the said Caudle and Colburn had made an oil and gas mining lease covering said lands to W. W. Davie; and that said purchase was made by the undersigned as above mentioned, was so made, subject to said oil and gas mining lease although the said lease was not filed until after the filing of the deed to the undersigned.

And the said undersigned do hereby state and agree with the said W. W. Davie, his heirs and assigns that said lease above mentioned is a valid and subsisting oil and gas <sup>mining</sup> lease and that all royalties and rentals to become due thereunder in accordance with the terms of said lease shall be paid to the undersigned by depositing the same to their credit in the First National Bank of Hillsboro, Kans.

Witness our hands this 11 day of February, A.D. 1920.

Gerhard W. Suderman,  
Dietrich W. Suderman.

State of Kansas )  
County of Marion ) SS

Before me, the undersigned notary public within and for said County and state on this 11 day of February, 1920, personally appeared Gerhard W. and Dietrich W. Suderman, to me known to be the identical persons who executed the within and foregoing instrument