

named, and shall become a part of the mortgage, and shall become payable on demand, and if not paid on demand, shall bear interest at six per cent per annum from the time of payment thereof until paid back to mortgagees.

NOW IF SAID MORTGAGORS SHALL COMPLY WITH ALL THE OBLIGATIONS HEREIN NAMED then this mortgage shall be wholly discharged and void, but otherwise shall remain in full force and effect, and mortgagees shall be in full possession of all properties herein mortgaged, and may foreclose this mortgage in any manner provided by the statutes of the State of Oklahoma, as they may elect, or by sale of said property, either at public auction or private bargain, and either with or without notice, and apply the proceeds to the satisfaction of the obligation secured hereby, and the necessary costs and expenses of such foreclosure and sale, and to the satisfaction of any other obligations owing from mortgagors to mortgagees together with a reasonable fee for attorney provided this mortgage is foreclosed by an attorney of record of the State of Oklahoma, and his name as such appears upon the notice of sale. And in the event that any deficiency exists in the satisfaction of the said debt and costs, the Mortgagors hereby agree to pay the same upon demand at mortgagee's place of business, and if any surplus remains from such foreclosure and after satisfying said debt and costs, Mortgagees hereby agree to pay the same to mortgagors upon demand at mortgagees place of business, and mortgagors hereby expressly waive an appraisalment of said real estate or other property and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

THE DESCRIPTION OF PROPERTY AND STATEMENTS HEREIN CONTAINED regarding ownership or lease of said property and such information as given by mortgagors to mortgagees, and if such information or any part thereof are found to be incorrect the mortgagees shall have full right not to begin work, or if said work has been begun they shall have ^{full} the right to cease work, until such information has been corrected to their satisfaction, and if the land on which the work covered by this mortgage, is to be built, is not an oil and gas lease approved by the Secretary of the Interior, Washington, D. C., then one of the following statements must be properly executed to the satisfaction of said mortgagees, before mortgagees shall be required by this contract, to commence work.

STATEMENT A-Release to Mortgagees, if land is owned by Mortgagors.

For the purpose of obtaining the above credit the mortgagors hereby expressly represent and warrant to the said mortgagees that all the land above described is owned by them, the mortgagors, and is free and clear of all liens and incumbrances, and is now in their exclusive possession and in Tulsa County, State of Oklahoma.

ALPINE OIL COMPANY /////////////// MORTGAGORS

By P. J. WHITE, Pres.

Statement B- Release to Mortgagees if land is not owned by mortgagors and is not an oil and gas lease approved by the Secretary of the Interior, Washington, D. C.

IN WITNESS WHEREOF, the Mortgagors have hereunto set their hands this 5th day of January 1909.

ALPINE OIL COMPANY.....

By P. J. WHITE, President.

(CORPORATE SEAL)

We hereby certify that the foregoing mortgage was signed in our presence.

ATTEST H. F. Sinclair, Sec'y.

STATE OF OKLAHOMA,)
TULSA COUNTY.) SS.

Before me, a Notary Public, in and for said County and State, on this 5th, day of January, 1909, personally appeared P. J. White, to me known to be the identical person who sub-