

AND IS IN TULSA COUNTY, STATE OF OKLAHOMA, and that they own said land in fee simple, purchased from Maggie E. Lloyd, of Tulsa, State of Oklahoma, and executed by Maggie E. Lloyd, the owner of said land and approved by the Secretary of ~~the Interior~~xxxx

And the title, control and possession of all materials furnished, or to be furnished in the construction of the tank or tanks herein referred to, shall be and remain in mortgage until actually used by mortgagees in the construction of said tank, and if mortgagors should fail to make any of the payments herein provided for ^{by} this mortgage, then and in that event the mortgagees will have at their option, the right to cease work, and may at once proceed to remove any and all materials *furnished by them*.

AND WHEREAS, for the further security of said indebtedness the said mortgagors hereby covenant and agree, that they will keep all of the above property and improvements thereon in good repair, and fully insured for the benefit of the mortgagees, against all possible loss by fire, lightning or tornado, and will pay all royalties, taxes, insurance premiums, special assessments, and any other items which may become a debt against this mortgaged property, and should the mortgagors fail to pay such debts, then the mortgagees may pay the same, and all amounts so paid by them, shall become a debt due in addition to the amounts of indebtedness above named, and shall become a part of this 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 hereby 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 ^{the} said property, either at public auction or private bargain and either with or without notice, and apply the proceeds to the satisfaction of the obligations 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 of mortgagees place of business, and if any surplus remains from such foreclosure and after satisfying the 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} appraisement of said real ^{estate} property 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 are 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 begun they shall have full 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