

It is further agreed that in case the party of the second part, his heirs, successors or assigns shall hereafter appear in any court or tribunal whatever, in order to protect or preserve the title to or possession of said premises, then all costs and expenses, including reasonable attorney's fees, incurred therein, shall at once become due and payable and shall bear interest at ten per cent; and that in case of a foreclosure of this mortgage, and as often as any proceedings shall be had or taken to foreclose the same, the holder hereof may recover from the said first party all costs and expenses, and a reasonable attorney's fee; and for all such costs, expenses and attorney's fees this mortgage shall stand as security.

It is further agreed that immediately upon the filing of a petition in foreclosure the holder of this mortgage shall be entitled to the possession of said premises, and to collect and apply the rents therefrom less the reasonable expenditures, to the payment of said indebtedness; and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of whom the mortgagor 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 damage nor for any rental other than that actually received. The appraisal of said premises if sold on foreclosure is hereby expressly waived.

All covenants and agreements herein contained shall run with the land; and this mortgage and the evidences of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma.

In witness whereof the said party of the first part has hereunto set his hand on this 29th day of January 1910.

Witnesses;

Guy Bowman

State of Oklahoma)

Muskogee County (s.s.

Before me, J.D. Simms, a notary Public in and for said county and state duly commissioned and acting as such, on this 29th day of January 1910, personally appeared Guy Bowman, a single man, and

to me known to be the identical person who executed the within and foregoing mortgage, 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 and I hereby so certify.

Witness my hand seal as such notary public this 29th day of January 1910
(seal) J.D. Simms, Notary Public.

My commission expires March 7, 1913.

Filed for record at Tulsa, Okla. Jan. 31 1910 at 3 o'clock P.M.

H.C. Walkley, Register of Deeds (seal)

DEED OF ASSIGNMENT OF OIL LEASE.

THIS INDENTURE MADE this 11th day of December 1909, by and between D.D. Myers party of the first part and H.B. Frederick party of the second part,

WITNESSETH: That Whereas, the said party of the first part is the owner of an undivided one quarter (1/4) interest of a Commercial oil and gas lease