

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, or upon any waste upon said premises, or any removal or destruction of any building or other improvements thereon without the consent of the said second party 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 at the rate of 7 per cent per annum, and the said party of the second part or his assigns shall be entitled to a foreclosure of this mortgage, and to have the same 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 the possession of the said premises and to collect and apply the rents thereof, less 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 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, or not, at the option of the mortgagee. And all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and coupons secured thereby shall in all respects be governed and construed by the laws of the State of Oklahoma

A.E. Garza

in the presence of

L.G. Garza

State of Oklahoma Tulsa county Sq.

Before me, Henry L. Reed, a Notary Public in and for said county and state on this 16th day of December, 1910, personally appeared A.E. Garza and L.G. Garza, his wife to me 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 hand and official seal the day and year above set forth.

(seal)

Henry L. Reed, Notary Public

My commission expires Jan 17th, 1914

Filed for record at Tulsa, Okla Dec 16, 1910 at 12 Noon

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

COMPARED

ASSIGNMENT.

AGREEMENT, Made and entered into this 17 day of December 1910, by and between C.C. Sigler, of Tulsa, Oklahoma, party of the first part, and C.E. Suppes, and E.R. Minshall, of Tulsa, Oklahoma, parties of the second part.

WITNESSETH: That for and in consideration of the sum of One (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, and of other good and valuable considerations, the said party of the first part does hereby sell, assign, transfer and set over unto the said parties of the second part, their heirs and assigns, all of his right, title and interest in and to a certain oil and gas leasehold property covering the following described land, situate in Tulsa county, Okla.,

The north half of the north west quarter of the north west quarter and the