

mortgage stated according to their terms, all payments to be made in lawful money of the United States. All renewals and extensions of said note or any part thereof are likewise secured hereby. Mortgagor agrees to pay all taxes, assessments or liens levied against or attached to said chattels and will keep same in good order and repair, housed in a suitable shelter and will exhibit the said chattels upon demand of Mortgagee. When service of any notice is necessary Mortgagor agrees that deposit, by Mortgagee, of same in the United States registered mail directed to the last given address of Mortgagor shall be sufficient.

Should Mortgagee make any additional advance of money to Mortgagor subsequent to the date and prior to the satisfaction of this mortgage, for preservation of its security such advance shall become a principal part of said note, shall be secured by this mortgage and shall bear charges at the rate provided for in said note. Mortgagee shall have the right upon receipt of any instalment to apply the same, first to the satisfaction of any unpaid charges, and second, the balance in payment of principal.

In the event Mortgagor defaults in the payment of any instalment or portion thereof payable by Mortgagor under the terms of this mortgage or said note, or should Mortgagor fail to perform or abide by any of the conditions or covenants as contained in said note or this mortgage, then and in that event Mortgagee shall have the right to declare immediately due and payable the entire balance of moneys then remaining unpaid. Such an election by Mortgagee shall be final and conclusive upon Mortgagor and at its option Mortgagee may immediately take possession by legal process of said property, together with all additions, equipment and accessories thereto. Should Mortgagee take possession of said property, Mortgagee may sell said property at public or private sale, at any time not less than five (5) days after notice is mailed by registered mail, postage prepaid to the last known address of Mortgagor, advising Mortgagor that possession of said property has been taken and will be sold unless Mortgagor shall pay all sums then due within five (5) days from the date thereof. Said property may be sold upon such terms and in such manner as Mortgagee may determine, and Mortgagee may become the purchaser thereof. The proceeds of any sale hereunder shall be applied to the unpaid balance of the sums due by the Mortgagor under said note and this mortgage and any balance then remaining shall be remitted to the Mortgagor without interest. The Mortgagor promises to pay forthwith any deficiency remaining after any such sale.

It is further specifically agreed that the taking of any action by the Mortgagee shall not be deemed to be an election of that action, but rather the rights and privileges and options granted to the Mortgagee under the terms of this mortgage shall be deemed cumulative, the one with the other, and not alternative.

It is specifically agreed that no waiver by the Mortgagee of any breach or default of or by the Mortgagor, whether under the terms of the aforesaid note, or of this mortgage shall be deemed a waiver of any breach or default thereafter occurring.

This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns.

Mortgagor hereby specifically certifies that before affixing his signature below, he has fully read this mortgage and acknowledges receipt of a copy of this mortgage and a copy of the note secured thereby.

-----Witness

J. B. DANIELS, Mortgagor
(J. B. Daniels)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)ss.

On this 13th day of Sept. A.D.

1941, before me, E. A. Shipp, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared J. B. DANIELS, known to me to be the person whose name is/are subscribed to the within instrument and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

E. A. SHIPP, Notary Public

in and for the said County and State.

#773 Copy of original recorded at request of MORTGAGEE, Sep 15, 1941, 10:05 A. M.

Copyist #17, Compared, MAME B. BEATTY, County Recorder, by *J. Lefevre* (164) Deputy
\$1.70-13 P

AMENDMENT TO LEASE

WHEREAS, to-wit, on June 6, 1941, THE NEWHALL CORPORATION, a California Corporation, did lease to C. G. WILLIS a tract and/or parcel of land located in the County

of Los Angeles, State of California, which tract and/or parcel is fully described in said lease; and WHEREAS, it is the desire of the parties to said lease to amend the said lease, but only in so far as said amendments are hereinafter fully set forth and except as herein amended the said lease shall not be deemed to have been changed, altered or in any other manner revised;

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. The Lessee is authorized to pay to the Citizens National Trust & Savings Bank of Los Angeles, California, until further order from said bank, a sum equal to five per cent. (5%) of one hundred per cent. (100%) of all the oil, gas or other hydrocarbon substances that may be produced, saved and removed from the said lands, after the deductions provided for in said lease or in this amendment thereto, and pay to the Lessor the remaining eleven per cent. (11%) of one hundred per cent. (100%) in place and instead of paying to the Lessor Sixteen per cent (16%) of one hundred per cent. (100%) as provided for in said lease; provided, however, that after notification from the said Bank to the Lessee to the effect that no further payments are to be made to the said bank then, thereafter, the Lessee shall pay the full sixteen per cent. (16%) of one hundred per cent. (100%) or the full royalty provided for in said lease, direct to the Lessor, The Newhall Corporation.

2. Anything in said lease to the contrary notwithstanding, it is agreed that the Lessee's drilling requirements shall be one (1) well to each twenty (20) acres in place and instead of one (1) well to each ten (10) acres and the said one (1) well to each twenty (20) acres shall be deemed to include offset wells.

3. In the event any legislation should be adopted, either State or Federal, providing for a severance tax on all oil and/or gas removed from the leased premises, then and in that event the Lessor will bear its proportionate amount of said tax, to wit, sixteen per cent. (16%) thereof.

4. In addition to the tract and/or parcel described in said lease it is understood and agreed that the leased premises shall be deemed to include the following additional tract and/or parcel, which parcel is subject to any existing lease now in effect, and which tract and/or parcel is described as follows, to wit:

Beginning at a point being N. 2° 27' 13" West 5390.43 feet from the Southwest corner of the premises described in said lease; thence South 2° 27' 13" East 1620.86 feet to the Westerly corner of the property described in said lease; thence North 88° East 2000 feet more or less along the boundary of the property described in said lease; thence North 2° 27' 13" West along the boundary of the property described in said lease 1503.20 feet to the Northwesterly corner of the property described in said lease; thence Westerly 2000 feet more or less to the point of beginning.

IN TESTIMONY WHEREOF, the Lessor has caused its corporate name and seal to be hereunto affixed by its Secretary thereunto duly authorized, and the Lessee has affixed his name and seal the day and year of this instrument first above written.

(SEAL)

THE NEWHALL CORPORATION,
By BURNETT WOLFSON, Secretary
C. G. WILLIS, Lessor

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES)ss. On this 6th day of June, A. D. 1941, before me, EARL I. SWETOW, a Notary Public in and for said County and State, personally appeared BURNETT WOLFSON, known to me to be the Secretary of the THE NEWHALL CORPORATION the Corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

EARL I. SWETOW, Notary Public

in and for said County and State.

#1179 Copy of original recorded at request of C. G. WILLIS, Sep 15, 1941, 3:19 P. M.

Copyist #17, Compared, MAME B. BEATTY, County Recorder, by

\$1.40-C M

J. Lefore (164) Deputy

U.S.I.R.S. \$4.95 Cancelled

JOINT TENANCY DEED

IN CONSIDERATION of \$10.00 receipt of which is hereby acknowledged, I/We HELEN STILSON BAKER, a married woman, does hereby grant to CHARLES W. CANNON and IRENE W. CANNON, his wife, as joint tenants, all that real property in the City of Glendale, County of Los Angeles, State of California, described as: