

a reasonable attorney's fee of fifty Dollars \$50.00 which this mortgage also secures.

Herein the event, any drilling shall be commenced upon the premises described above and upon which this mortgage is given whether such drilling be either for oil or gas, or any mining be commenced for removing coal or other mineral deposits from said premises whether by shaft mining or by stripping second party hereto shall have the option of declaring this mortgage and the indebtedness secured thereby as due and may commence action to foreclose same any time during said mining or drilling process.

and the said parties of the first part for said consideration do hereby expressly waive appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma. The foregoing conditions being performed this conveyance to be void otherwise of full virtue and effect.

In Testimony Whereof the said parties of the first part have hereunto subscribed their names and affixed their seals the day and year first above written

Executed and delivered

in the presence of

State of Oklahoma

County of Tulsa

Lena L. Brown nee Posey

J. B. Brown (deaf)

W. E. Crisp

Be fore me the undersigned a notary public in and for said County and State

on this 18th day of April A.D. 1908, personally appeared Lena L. Brown nee Posey and J. B. Brown wife and husband, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same