

principal sum of three Hundred and No/100 Dollars being for a loan made by the said second parties to the said first parties and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said first parties bearing date the 19th day of August 1908 and payable to the order of said second parties on the 1st day of August 1915, at the Commercial National Bank of Kansas City Kansas, with interest thereon from date until maturity at the rate of six per cent per annum, payable annually, which interest is evidenced by seven coupon interest notes of even date herewith, and executed by the said first parties one, (the first) for seventeen and 05/100 Dollars, due on the 1st day of August 1909, six ^{notes} for eighteen and No/100 ^{each} due on the 1st day of August 1910, 1911, 1912, 1913, 1914, 1915 respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum and are made payable at the order of said second parties at the Commercial National Bank Kansas City, Kansas, with exchange on New York.

SECOND: The said parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and to commit or allow any waste on said premises.

THIRD: It is further expressly agreed by and between the parties hereunto that in any default be made in the payment of any part of either said principal or interest notes, when the same become due or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan or the premium for fire insurance, as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein the rents and profits of said premises are pledged to the parties of the second part, or their assigns as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by receiver or otherwise.

FOURTH: Said parties of the first part hereby agree in the event action is brought to foreclose this mortgage, they will pay a reasonable Attorney's fee of Fifty and No/100 Dollars, which this mortgage also secures.

FIFTH: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described, and all renewal, principal or interest note that may hereafter be given in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

SIXTH: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan, by the State of Oklahoma, or by the County ^{town} or town wherein the said land is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the parties of the second part, for the sum of ⁵⁰ Dollars, and to assign the policies to said parties of the second part, to be held by them until this mortgage is fully paid, and the said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs.

SEVENTH: It is further agreed by and between the parties hereto that should drilling