

thereon from date until maturity at the rate of 6 per cent per annum, payable semi-annually which interest is evidenced by ten coupon interest notes of even date herewith and executed by the said first parties one (the first) for eighteen and 66/100 Dollars due on the 1st day of February 1909 and nine notes for Twenty-one and No/100 Dollars each due on the 1st day of ~~February~~ August and February 1909, 1910, 1911, 1912, and 1913 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 Commercial Nat'l 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 ^{not} to commit or allow any waste on said premises.

THIRD:- It is ^{further} expressly agreed by and between the parties hereto that if 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 parties 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 seventy five 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 ^{principal} renewal or interest notes 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 whatever 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 or ^{town} wherein 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 party of the second part for the sum of \$ Dollars and to assign the policies to said party of the second part to be held ^{by} until mortgage is fully paid and said part 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 be commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shaft mining, stripping or any other ^{process} for the purposes of removing from said land any coal, minerals, ~~xxxxxxxxxxxxxxxxxxxx~~ stone or ^{other} substances of any character ^{whatsoever} such drilling ^{or mining} shall operate to make the debt which this mortgage secures payable upon demand and second parties ^{hereto} shall be entitled to demand.