

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 part of the second part for the sum of 2 Dollars and to assign the policies to said part of the second part, to be held by <sup>0</sup> until this 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 purpose of removing from said land any coal, minerals, stone or other substances of any character whatever, 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 and receive from the first parties full payment of said mortgage debt at any time they (said second parties) may demand such payment; and in the event first parties fail to pay said debt immediately upon such demand being made, then the second parties shall be entitled to enforce the payment of such debt by action to foreclose this mortgage the same as if first parties had defaulted in the performance of all the other provisions herof resting upon them to do.

And the said parties of the first part, for said consideration <sup>the</sup> do hereby expressly waive appraisalment of said real estate and all benefit of the homestead exemption and star laws of the State of Oklahoma.

The foregoing conditions being performed this conveyance to be void; otherwise of full force and ~~xxxxxx~~ virtue.

In testimony whereof, the said parties of the first part hereunto subscribed their names and affix their seal on the day and year first above mentioned.

State of Oklahoma )  
County of Tulsa ) SS  
Carroll O Franks Seal  
W.L. Franks Seal

Before me, F.M. Sutton a Notary Public in and for the said County and State on this third day of September <sup>ad</sup> 1908 personally appeared Carroll O Franks a & M.L. Franks husband ~~and~~ wife and 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 last above written.

SEAL. My commission expires Mch 16- 1911  
F.M. Sutton Notary Public  
Filed for record Sep 5 1908 at 2:40 P.M. H.C. Walkley Reg of Deeds (SEAL)