

become due, or in case of the default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premiums for said fire insurance when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of the principal sum named herein, and interest thereon, shall become immediately due and payable at the option of the said second party, and this mortgage may be foreclosed accordingly. <sup>therein</sup> AND it is agreed that in case of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the said party of the second part, or her 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.

FIFTH. It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of the 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: It is further expressly agreed by and between the parties hereto that no drilling shall be commenced upon said land for oil and gas or any stripping or mining commenced on any part of said land to obtain coal, stone or other minerals or substances of any character whatsoever without the written consent of the said second party having first been secured to commence said drilling, mining or stripping operations and that in the event of drilling for oil or gas or mining or stripping for coal, stone or other minerals or substances of any character whatsoever shall be commenced on said land without having first obtained the written consent of said second party as aforesaid, such drilling, mining or stripping shall operate to make the debt which this mortgage secures to immediately become due and payable at the option of the said <sup>second</sup> party of second party and this mortgage may be foreclosed accordingly.

Seventh: Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Fifty Dollars, which this mortgage also secures, and they do hereby expressly waive appraisal of the said real estate. The foregoing conditions being kept and performed this conveyance to be void: otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said parties of the first part hereunto subscribe their names and affix their seals, on the day and year first above mentioned.

Executed and delivered in the presence of:

Charles F. Wright (SEAL)

M. P. Howser

Sarah A. Wright (SEAL)

Edith Mains

STATE OF OKLAHOMA COUNTY OF TULSA? ) SS.

Before me, M. P. Howser, a Notary Public, in and for said County and State, on this 28th day of October, A. D. 1908, personally appeared Charles F. Wright and Sarah A. Wright, his wife, 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.

M. P. Howser, Notary Public

(SEAL) My commission expires March 26th, 1912

Filed for record Oct. 28th, 1908, at 2.10 P. M.

H. C. Walkley, Register of Deeds (SEAL)

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