conditions, to wit:

FIRST: Said first parties are justly indebted unto the said second party in the principal sum of Twenty Four Hundred and no/100 ths DOLLARS, being for a loan made by said second party to the said firsts 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 December, 11th, 1908, and payable to the order of said second party on the first day of December A? D?, 1913, at his office in Tulsa, Okla.,with interest thereon from date until maturity at the rate of 6/; per cent per annum, payable annually, which interest is evidenced by five coupon interest notes of even date herewith, and executed by the said first parties, one, '(the first) for One Hundred Fifty One & 67/100 Dollars, due on the first day of December, 1909, and four notes for One Nundred Fifty Six and no/100 Dollars each due on the first day of December, L910, 1911, 1912, 1913, respectively/ each of said princiapl and interest notes bear interest after maturity at the rate of 10 per cent per annum, and are made payable at the order of said second party at his Office in Tulsa, Okla., 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, ~~condition~~ 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 hereunto that if any default be made in thepayment of any part of either said principal or interest notes, when the same 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 premium for said fire insurance as here inafter provided, when the same become due, or in case ofthe 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 abe 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 party of thesecond part, or his 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 Two Hundred and no/100ths 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 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 upon 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 the Town wherein said land is situated, when the same becomed due.

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 whatsoever, such drilling or mining shall operate to make the debt which this mortgage secures payable upon demand, and the second party hereto shall be entitled to demand and receive from the