

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/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 therein 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 on said land, and any taxes or assessments that shall be made ~~or upon the legal holder of said note and mortgage on account of said loan~~ upon 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 parties of the second part for the sum of Three Hundred and no/100ths Dollars, and to assign the policies to the said parties of the second part, to be held by them until this mortgage is fully paid and 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 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 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 said 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 hereof resting upon them to do.

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

The foregoing conditions being 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 seal, on the day and year first above mentioned.

Witness to mark of Lucy E. Robards

Christopher C. Robards (SEAL)

G. M. Janeway, C. H. Cleveland

her Lucy E. Robards X (SEAL)

The signature of Lucy E. Robards was written to this instrument by me, at her request, and in her presence, this November 24th, 1908.

G. M. Janeway

STATE OF OKLAHOMA, COUNTY OF TULSA,) SS/