

per cent per annum, payable -----annually, and be secured by this mortgage, and it is further expressly agreed and understood that the payment of any insurance premium or taxes or assessments upon said property, by the second party, shall not be construed or held to be a waiver of default as herein provided or prevent the holder hereof from declaring the entire debt secured hereby, due and payable and foreclosing this mortgage whether said insurance premiums or taxes or assessments be paid prior or subsequent to exercise of option to declare the debt due and foreclose this mortgage as herein provided .

FOURTH. And in case of foreclosure hereof said first party hereby agree to pay the sum of Seventy-five Dollars attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed, and for the consideration above hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of said state.

FIFTH. As additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said parties of the first part hereby assign to the said party of the second part, its successors and assigns, all of the profits, revenues, royalties, rights, and benefits accruing to them under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said party of the second part, its successors and assigns.

This assignment to terminate and become null and void upon release of this mortgage.

SIXTH. It is further agreed that in event any of the land hereinabove described is sought to be taken by virtue of the law of eminent domain or under the provisions of Chapter 46 of Volume 37 Statutes at Large of the United States approved February 19, 1912 the said parties of the first part, their administrators, executors, successors or assigns will promptly notify the party of the second part or its assigns of the institution of proceedings in eminent domain or any attempt to purchase or appropriate the surface of said property under said Chapter 46 Statutes at Large, Volume 37, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to the party of the second part and be credited upon the balance due hereunder.

Dated this 17th day of June 1922.

Lester Keys

STATE OF OKLAHOMA,)
County of Muskogee) ss.

Before me, the undersigned a Notary Public in and for said County and State, on this 17th day of June, 1922 personally appeared Lester Keys, a single man, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal ..

My commission expires Sept. 8, 1924 (SEAL) W. F. Rowland, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, June 29, 1922 at 4:30 o'clock P. M.
in Book 406, page 442
By Chas. Haley, Deputy (SEAL) O. D. Lawson, County Clerk