

then said mortgagee or its assigns may pay said taxes and assessments, and effect such insurance, advancing the money therefor, and the money so advanced for the payment of such taxes and insurance shall be added to the mortgage debt, and the repayment thereof with interest at the rate of Ten per cent per annum shall be secured by this mortgage, in like manner and with like effect as for the payment of said note and coupons .

5th. That as additional and collateral security for the payment of the note hereinbefore described, and all sums to become due under this mortgage, said first party hereby assigns to said party of the second part, its successors and assigns, profits, revenues, royalties, rights and benefits accruing to said first party under any and all oil, gas or other mineral leases on said premises, with the right to receive and receipt for the same and apply them to said indebtedness as well before as after default in the conditions of this mortgage and said party of the second part, its successors and assigns may demand, sue for and recover any such payments when due and payable , but shall not be required so to do. This assignment is to terminate and become null and void upon release of this mortgage.

NOW, if such payments be made as herein specified, then this mortgage shall be void and shall be released by the party of the second part, the said parties of the first part hereby agreeing to record said release and pay for recording the same. But, if the parties of the first part shall fail to pay any moneys as they become due and payable by the terms of said note and coupons, as stipulated therein, or if default be made in the payment of said taxes or assessments, or if default be made in the said insurance agreement as provided herein, or if the buildings and improvements are not kept in good repair, or if waste is committed on said premises then this mortgage shall become absolute, and in that case all moneys stipulated to be paid in said note, coupons and in this mortgage shall immediately become due and payable, at the option of the party of the second part or its assigns, and the rate of interest in said note and the coupons shall be waived, and said note shall bear interest at the rate of Ten per cent per annum from date of such default until paid, and this mortgage may thereafter be foreclosed for the whole amount of said moneys, interest and costs, and upon the filing suit of foreclosure said party of the second part or its assigns shall be entitled to have a receiver appointed by the Court to take charge of said mortgaged premises during such litigation, and in case of commencement of suit for foreclosure of this mortgage by reason of any default by said parties of the first part, said parties of the first part hereby agree to pay to the holder and owner of said note and mortgage ten per cent of the principal and interest then due as attorney's fees for the foreclosure of said mortgage, which attorney fees shall be secured by this mortgage the same as any other moneys herein mentioned.

The said parties of the first part hereby expressly waive the appraisement of said mortgaged real estate and all benefits of the homestead and stay laws of said State.

IN WITNESS WHEREOF, the said parties of the first part have, hereunto set their hands and seals the day and year first above written.

Charles M. Kelley

Alice L. Kelley

STATE OF OKLAHOMA , )  
Tulsa County, ) ss.

On this 25th day of July A. D. 1922 before me,  
a Notary Public in and for said County and State, personally appeared Charles M. Kelley  
and Alice L. Kelley, his wife personally to me known to be the identical persons des-