

for \$144.00 due on the 1st day of March, 1923, and five others for \$135.00 each due on the 1st days of September and March in each year respectively; with further provision that in case of default of any payment provided in this mortgage or said note when such payment shall be due and same is collected by an attorney of record or by suit, ten per cent of the amount due shall be added as attorney fee.

Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company to the satisfaction of the holder or holders of this mortgage, to the amount of this mortgage, loss, if any payable to the mortgagee, or his assigns, An attorney fee of ten per cent of amount due may be taxed and be made a part of the costs of foreclosure, providing this mortgage is foreclosed by an attorney of record of this state.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described notes mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said party of the second part shall be entitled to possession of said premises. And said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

Earl E. Hillerman

Mabel O. Hillerman

State of Oklahoma, Oklahoma County, ss.

Before me J. R. League a Notary in and for said County and State on this 18th day of September 1922, personally appeared Earl E. Hillerman and Mabel O. Hillerman 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.

(Seal)

J. R. League

My commission expires May 16, 1926.

Filed for record in Tulsa, Tulsa County, Oklahoma, Sept. 20, 1922, at 11:35 o'clock A.M. and recorded in Book 417, Page 304.

By F. Delman, Deputy. (Seal)

O. D. Lawson, County Clerk.

209138 C.M. **COMPARED**

CONTRACT FOR THE MINING OF COAL.

This agreement and contract made and entered into on this the 29th day of July 1922 by and between P. W. Cunningham, party of the first part and J. D. & W. H. Bullard, parties of the second part, witnesseth: First party for certain considerations herein after mentioned leases and lets unto second parties for a term of two years from this date the exclusive mining rights of coal on SE.1/4 of S.W.1/4 Sec. 30 T. 18 N.