

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.

The said parties shall not commit or suffer waste; shall pay all taxes and assessments upon said described real property, and any taxes or assessments made upon said loan or the legal holder of said note and mortgage on account of said loan, to whomsoever assessed, including personal taxes, before delinquent; shall keep the buildings thereon insured to the satisfaction of said second party for at least \$-----, delivering all policies and renewal receipts to said second party, its successors and assigns; and upon satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded, and pay the cost of recording.

A failure to comply with any of the agreements herein shall cause the whole debt secured hereby to at once become due and collectible, if said second party or assigns so elect, and no demand for fulfillment of conditions broken, nor notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage; and if suit is commenced to foreclose this mortgage the second party, its successors and assigns, shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid.

All money paid by said second party, its successors and assigns, for insurance, taxes or assessments upon said property, and expense of continuation of abstract, and all expenses and attorney's fee incurred by said second party and assigns, with or without litigation to protect the lien of this mortgage or the priority thereof, shall be recoverable against said first parties, with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable ----- annually, and be secured by this mortgage.

And in case of foreclosure hereof said first parties hereby agree to pay an amount equal to ten per cent of the principal of the debt hereby secured, as 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, and consent that the decree of foreclosure provide for the sale of the whole of said premises together and not in parcels.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing to them under all oil, gas or mineral leases on said premises.

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

IN TESTIMONY WHEREOF, the said parties of the first part hereunto set their hands.

E. M. Smith

Catharine Smith

STATE OF OKLAHOMA,)

County of Tulsa)

SS. Before me, The undersigned, a Notary Public in and for