

National Bank, New York City, N.Y., with interest thereon from October 15th 1922 until maturity at the rate of 6 1/2 per cent, per annum, payable annually, and Ten per cent. per annum after maturity, and payable to the order of said The Graves Farm Loan Investment Company at the Chas National Bank, New York City, N. Y.

SECOND-- Said parties of the first part hereby agrees to pay all taxes and assessments on said lands and premises when same are due, and to keep all buildings and improvements on said lands insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of Five Hundred and No/100 DOLLARS, the policy to be made payable to the holder hereof, as additional security to this loan. And if the taxes or insurance premiums are not paid when due, by the parties of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 10 per cent per annum, and the first parties assumes all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD-- The said parties of the first part agree to keep all buildings, fences and improvements on said lands in as good repair as they now are, and to not commit or allow any waste on said premises.

FOURTH-- In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH-- Said parties of the first part agree that if the maker of said note shall fail to pay the principal or interest of said note or any part thereof as the same become due, or any of the taxes levied against said real estate by virtue of any law of the State of Oklahoma before they become delinquent; also all assessment or insurance premiums as they become due, or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall, at the option of the holder hereof, become due and payable at once and without notice.

The said parties of the first part shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this Mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than \$250.00 dollars shall be added, which this Mortgage also secures.

And that the 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.

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.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

B. J. Cummings

Margarete Cummings

STATE OF OKLAHOMA, Tulsa County, ss.

DAVID LEE, a Notary Public in and for said County and State, on this 3rd day of October 1923, personally appeared B. J. Cummings and Margarete Cummings his wife, to