

note executed and delivered by the said first party, bearing date January 31st, 1923 and payable to the order of said party on the 31st day of January, 1925 at the office of E. A. Lilly, Tulsa, Oklahoma with interest thereon from date until maturity at the rate of ten per cent per annum payable semi annually, which interest is evidenced by four (4) coupon interest notes of even date herewith, and executed by the said first party one, (the first) Twenty-five and no/100 Dollars, due on the 31st day of July, 1923 and three (3) notes for Twenty-five (25) Dollars each due on the 31st day of each January and July thereafter, the last falling due January 31st, 1925. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum, and are made payable as the order of said second party at the office of E. A. Lilly, Tulsa, Oklahoma with exchange on New York.

SECOND. The said party of the first part agrees to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

THIRD. It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or the premium for fire insurance as hereinafter provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or his assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by Receiver or otherwise.

FOURTH. Said party of the first part hereby agrees in the event action is brought to foreclose this mortgage she will pay a reasonable attorney's fee of Seventy-five and no/100 Dollars, which this mortgage also secures.

FIFTH. It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described, and all renewal, principal or interest notes that may hereafter be given<sup>n</sup> 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.

SIXTH. Said party of the first part hereby covenants and agrees to pay all taxes and assessments of whatever character on said land, and any taxes or assessments that shall be made by the State of Oklahoma, or by the County or Town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of - - Dollars, and to assign the policies to said party of the second part, to be held by him until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

SEVENTH. It is further agreed by and between the parties hereto that should drilling be commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shaft mining, stripping or any other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling or mining shall operate to make the debt which this mortgage secures, payable upon demand, and second party hereto shall be entitled to demand and receive from the first party full payment of said mortgage debt at any time B. I. Conway (said second party) may demand such payment; and in the event first party fail to pay said debt immediately upon