

ind to the tenor of 2 certain promissory note of the said party of the first part, but with 10% interest per annum after maturity payable annually, and if any charge shall be made, or moneys collected which shall have the effect of increasing the rate of interest so that it shall exceed the rate of ten per cent per annum, such charge is made without the authority knowledge or consent of the second party; and if the party of the first part shall pay any interest thereon above the rate of ten per cent per annum then such excess shall be credited upon the sums due hereunder.

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

NOW THEREFORE if the said party of the first part shall pay said money and the interest thereon when due, and do and perform every other covenant and agreement, herein, then this instrument shall be NULL and VOID, otherwise remain in full force and effect, but if the said party of the first part shall fail to pay any of said money, either interest or principal, whenever the same becomes due, or commit waste upon said premises, or suffer the same, or fail to pay the taxes thereon when due, or fail to procure, maintain and deliver the insurance herein provided, or fail to repay any money expended by the legal holder of this mortgage, as herein provided, in protecting the title or possession to said real estate, or the interest of the mortgagee or assigns, therein, or fail to pay any sum paid by the mortgage or assigns in discharging any incumbrance or adverse title against said real estate, then the whole sum of money hereby secured shall, at the option of the holder of the notes hereby secured, without notice, be declared due and payable at once and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with all other sums expended as herein provided, and the statutory damages in case of protest, and the said mortgagee or legal holder thereof shall at once, upon the filing of the bill for the foreclosure of this mortgage, be forthwith entitled to receiver appointed, without statutory proof, to take immediate possession of said premises and receive and collect all rents, issues and profits thereof.

WALIVER: For value received the said party of the first part hereby waives all benefits of stay, valuation and appraisal laws of Oklahoma, and does hereby agree that the contract embodied in this mortgage and notes secured hereby shall in all respects be governed and construed according to the laws of Oklahoma in force at the date of execution hereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto subscribed the names of said party of the first part.

Witnesses:

Witnesses to make of Louisa Haikey who cannot write and whose name, I E. S. Ellis wrote at her request and in her presence

E. S. Ellis

Attest: W. W. Watson

STATE OF OKLAHOMA
COUNTY OF TULSA

C. B. Haikey
Her
Louisa (X) Haikey
Mark

RECEIVED BY ENDORSEMENT
I hereby certify that I received \$40 and issued
Receipt No. 8689 for the payment of mortgage
tax on the within mortgage.

Dated this 2 day of April 1923

WAYNE L. DICKEY, County Treasurer

Deputy

Before me, a Notary Public in and for said County and State, on the 15th day of February, 1923, personally appeared C. B. Haikey and Louisa Haikey, his wife, to me known to be the identical persons who executed the within and foregoing instrument, the said Louisa Haikey signing by her mark in my presence and in the presence of E. S. Ellis and F. W. Watson as witnesses, 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.