

first part hereby assign(s) to the party of the second part, in whole or at the option of the second party, in such amounts or such proportionate part or parts as the second party may from time to time designate, all the rents, royalties, payments and delay moneys that may from time to time become due and payable on account of any and all oil and gas mining leases or mineral leases of any kind now existing or that may hereafter come into existence covering the above described lands, and all moneys received by the second party by reason of this assignment shall be applied; first to the payment of matured installments; and second, the balance, if any, to the principal remaining unpaid; provided, that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease made subsequent to the date of this mortgage.

If any of the payments in the above described note be not paid when due, or if part(y-ies) of the first part shall permit any taxes or assessments on said land to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall wilfully or by neglect permit any unreasonable depreciation in the value of said premises or the buildings and improvements thereon, or shall sell, convey, remove, or permit to be removed from said premises any of said buildings or improvements, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole note hereby secured shall, at the option of the party of the second part, become immediately due and payable, and this mortgage subject to foreclosure; and in the event of foreclosure, party of the second part may recover as a part of the costs of such foreclosure, a reasonable attorney's fee.

At any payment period after five years from the date hereof, part(y-ies) of the first part ha(s-ve) the privilege of paying any number of installment payments or any portion thereof, on account of the principal of the debt hereby secured. Such additional payments are not to reduce thereafter the periodical payments herein contracted to be made, but are to operate to discharge the loan at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

And said first part(y-ies) for the consideration aforesaid, hereby expressly waive(s) the appraisalment of said real estate and all benefits of the homestead and stay laws of said State.

Witness the hand(s) and seal(s) of the party(ies) of the first part the day and year first above written.

Theo Kaspar,

Dora Kaspar,

STATE OF OKLAHOMA,     )  
County of Tulsa,     ) SS.

Before me, a Notary Public, within and for said County and State, on this 19th day of March A.D. 1923, personally appeared Theo Kaspar and Dora Kaspar, his wife, to me known to be the identical person(s) who executed the above mortgage and acknowledged to me that (he-they) executed the same as (his-their) free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.