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26 April 4

Ed. J. Summers

CONFIDENTIAL

pal sum of six hundred dollars, being for a loan made by the said second party to the said first parties, and payable according to the tenor and effect of three certain negotiable promissory notes executed and delivered by the said first parties, bearing date April 19th, 1924, and payable to the order of said second party according to the terms of said notes, at the office of E. A. Lilly, Tulsa, with interest thereon from date until maturity at the rate of ten per cent per annum payable semiannually, which interest is evidenced by -- -- coupons interest notes of even date herewith, and executed by the said first parties. The last note falls due September, 1st, 1926. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum, and are made payable at the order of said second party, at the office of E. A. Lilly, Tulsa, Oklahoma, with exchange on New York.

Second. The said parties of the first part agree 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 hereto 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 of 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 parties of the first part hereby agree in the event action is brought to foreclose this mortgage they 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, 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 parties of the first part hereby covenant and agree 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 becomes 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 one thousand 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 parties of the first part assume 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