

COMPARED

450

either in perfecting or defending said title; and first party will immediately repay to the second party all such sums of money as it may have so paid, as herein provided, with interest thereon at the rate of ten per cent (10%) per annum, from the date of payment, and all of which sum or sums of money and the interest and penalties to accrue thereon shall be a charge and lien upon said premises, and shall be secured by this mortgage; and in case of failure refusal or neglect of said first party to repay immediately any of the above mentioned items, or in case of breach of any of the covenants or conditions herein contained, the whole of said principal sum named herein, and interest thereon, and all other items which this mortgage secures, 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 its successors, and assigns, as additional collateral security, and said party of the second part, or its successors and assigns, shall be entitled to possession of said premises, by receiver or otherwise.

FIFTH.-- It is further agreed and understood that this mortgage secures the payment of the principal bond or note and interest coupon notes 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 party of the first part hereby agrees that, in the event action is brought to foreclose this mortgage, said party of the first part will pay a reasonable attorney's fee of Three Hundred and Fifty Dollars to become due and payable when the suit is filed, which this mortgage also secures, and said party of the first part does hereby expressly waive appraisalment of the said real estate.

SEVENTH--As additional collateral for the payment of the 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 and mineral and other 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 TESTIMONY WHEREOF, this instrument is hereunto subscribed by party of the first part on the day and year first above mentioned.

Leona Dee Rucker nee Rhodes

E. M. Rucker

STATE OF OKLAHOMA)
) ss.
COUNTY OF CREEK)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10th day of April 1923, personally appeared Leona D. Rucker, nee Rhodes and E. M. Rucker, her husband to me known to be the identical persons who executed the within and foregoing instrument, 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.

WITNESS my hand and official seal.

My commission expires Oct 20, 1924

(SEAL)

J. H. Mitchell, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, April 12, 1923 at 3:40 o'clock P.M.
in Book 450, page 20 By Brady Brown, Deputy. (SEAL) O. G. Weaver, County Clerk