

COMPARISON

to 10% of the amount due as attorney's fees in such foreclosure suit, to be secured by this mortgage which shall be due and payable when suit is filed and for the consideration above hereby expressly waives the appraisement of said real estate and all benefits of the homestead and stay laws of said State.

NINTH: It is further agreed that in event any of the land herein above described is sought to be taken by virtue of the law of eminent domain or under the provision of Chapter 46 of volume 37, Statutes at Large of the United States, approved February 19, 1912, the said mortgagor, his administrators, executors, successors or assigns, will promptly notify the mortgagee or its assigns of the institution of proceedings in eminent domain or any attempt to purchase or appropriate the surface of said property under said Chapter 46, Statutes at Large, Volume 37, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to the party of the second part or its assigns and be credited upon the balance due hereunder.

TENTH: As additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said mortgagor hereby assigns to said mortgagee, its successors and assigns, all of the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

ELEVENTH: In construing this mortgage, the word "mortgagor" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

The foregoing covenants and conditions being kept and reformed, this conveyance shall be void; otherwise to remain of full force and virtue.

Upon satisfaction of this mortgage the mortgagor agrees to accept from the mortgagee a duly executed release of same, have it recorded and pay the cost of recording.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Clara C. Smith,

L. E. Smith.

STATE OF OKLAHOMA)
COUNTY OF TULSA) ss

BEFORE ME, the undersigned, a Notary Public, in and for said County and State on this 15th day of May 1923, personally appeared Clara C. Smith, and L. E. Smith 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.

(seal) V. A. Kinnison, Notary Public.

My commission expires

March 1, 1927.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 15th, 1923, at 4 P.M. and recorded in Book 451, page 164.

By

(seal) O. G. Weaver, County Clerk.