

provided, when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. COMPARED

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 a 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 seven five dollars, which this mortgage also secured.

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 become 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 - - - 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 secured, payable upon demand, and second party hereto shall be entitled to demand and receive from the first parties full payment of said mortgage debt at any time. B. L. Conway (said second party) may demand such payment, and in the event first parties fail to pay said debt immediately upon such demand being made, then the second party shall be entitled to enforce the payment of such debt by action to foreclose this mortgage the same as if first party defaulted in the performance of all the other provisions hereof resting upon them to do.

And the said parties of the first part, for the same considerations do hereby expressly waive appraisalment of said real estate, and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and effect.

In testimony whereof, the Said parties of the first part hereto subscribe their names and affix their seals on the day and year first above mentioned.

Homer L. Smith,  
Alice V. Smith,