

of proofs and care and expense of collecting said insurance if loss occurs. COMPARED

Third: The said party of the first part agrees to keep all buildings, fences, and improvements on said lands in as good repair as they now are, and to not commit or allow any waste on said premises.

Fourth. As additional and collateral security for the payment of said notes the mortgagor hereby assigns to said mortgagee, its successors and assigns all the rights and benefits accruing to it under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Should operations under any oil, gas or mineral lease seriously depreciate the value of said land and improvements, all notes secured by this mortgage shall immediately become due and collectible.

Fifth. In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

Sixth: Said party of the first part agrees that if the makers of said notes shall fail to pay the principal or interest of said notes, or any part thereof, as the same become due, or any of the taxes, assessments or insurance premiums, as they become due, or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall, at the option of the holder hereof, become due and payable at once and without notice.

The said party of the first part shall pay all expenses of collecting the insurance and in the event action is brought to foreclose this mortgage, or recover on the insurance policies, it will pay a reasonable attorney's fee of ten per cent of the amount due, together with abstractor's fee for supplemental abstract of title for use in said foreclosure proceedings, which this mortgage also secures.

And the said party of the first part, for said consideration, does hereby expressly waive an appraisement 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 virtue.

In witness whereof, the said party of the first part has caused these presents to be signed by its President and its corporate seal to be hereunto affixed, attested by its Secretary, the day and year first above written.

(Corp. Seal) Tulsa Masonic Building Association.

By B. A. Hooper, President.

Attest: John Miesenbacher, Secretary.

State of Oklahoma)
County of Tulsa) SS Before me, a Notary Public, in and for said County and State, on this 27th day of October, 1923, personally appeared B. A. Hooper, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my notarial seal at my office in Tulsa, Oklahoma, the day and year aforesaid.

(SEAL) Chas. T. Abbott, Notary Public.

My commission expires Oct. 15, 1925.

Filed for record in Tulsa County, Okla. on Nov, 28, 1923, at 4:30 P.M. recorded in book 474, page 512, Brady Brown, Deputy, (SEAL) O.G. Weaver, County Clerk.