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promissory note executed and delivered by the said first parties, bearing date December 8th, 1923, and payable to the order of said second party, on the 8th day of December, 1926, at the office of E. A. Lilly at Tulsa, Oklahoma, with interest thereon from date until maturity at the rate of 10 per cent per annum, payable semi-annually, which interest is evidenced by six (6) coupon interest notes of even date herewith, and, executed by the said first parties one, (the first) For one hundred five dollars, due on the 8th day of June, 1924, and five (5) notes for one hundred five and no/100 dollars each, due on the 8th day of each December and June thereafter, the last one falling due December 8th, 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 principal 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 <sup>become</sup> 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 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 two hundred 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 or the interest upon the same time 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 three 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 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