

Sixty-nine & 28/100 (\$17,769.28) Dollars, due and payable January 2nd, 1929, all of which said notes shall bear interest at the rate of six per cent per annum from date until paid.

And the mortgagors represent and state that said mortgaged property is owned by said mortgagors free and clear from any lien, mortgage or incumbrance of any kind on the same, or any part thereof, and that said personal property embraced within the terms of this mortgage is located at the plant of the Queen Bee Stove Works within the city of Tulsa, Tulsa County, Oklahoma, and in the actual possession and control of said mortgagors.

And the said mortgagors, upon their part, hereby undertake and agree to at all times during the life of this mortgage, to keep the stock, supplies and property of the Queen Bee Stove Works sufficiently large as to make it in all respects equal to at least seventy-five per cent of the indebtedness remaining due and unpaid to the mortgagees herein, and for the purpose of ascertaining said fact the mortgagees herein, their agents or assigns, are authorized at any time they deem necessary by them to inspect, inventory and appraise the said property.

In case said mortgagors shall at any time make default in any of the conditions or obligations herein, the mortgagees shall be entitled to and may take and hold possession of said mortgaged property at the expense of said mortgagors until payment of said notes. If, however, said mortgagees shall not take possession of said property for the reason aforesaid, then the said mortgagors shall retain possession and control, and have the ordinary use and benefit of said mortgaged property at their own expense as the owners thereof, until default or until a breach of one or more of the conditions of this mortgage agreed upon by the parties hereto as follows:

- (1) Said mortgagors shall keep the actual possession and control of said property.
- (2) Said mortgagors shall use reasonable care and diligence to preserve and keep said property in good condition..
- (3) The increase, if any, of said property shall remain with and be deemed a part of said mortgage security.
- (4) Said mortgagors shall not remove or permit the removal of said property from the said county of Tulsa beyond the limitations herein set, or incumber same, without consent of the mortgagees.
- (5) Said mortgagors shall not secrete or conceal any of said property.

Now if said parties of the first part shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money in the above described notes mentioned together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable and said parties of the second part shall be entitled to possession of said premises. And said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead and stay laws of the State of Oklahoma.

And as to the personal property included within the terms of this mortgage it is expressly agreed by and between the parties hereto that in the event of default of some of the terms of this mortgage and the whole of said mortgage becoming due and payable thereby, the mortgagees herein shall be entitled to take immediate possession of said personal property and shall have the right to foreclose this mortgage to satisfy same, together with interest and all costs of foreclosure; and said mortgagors authorize the mortgagees, or the