

of the second part, its successors and assigns, against all persons whomsoever lawfully claiming the same; provided always that these presents are upon the express condition that if the said parties of the first part, or their assigns, shall pay or cause to be paid to the party of the second part, its successors, or assigns, the aforesaid sum of Ten Thousand Dollars,

(\$10,000.00) according to the tenor and effect of a certain promissory note of the parties of the first part payable to party of the second part, in words and figures as follows, to-wit:

\$10,000.00

ST. LOUIS, MO., April 1, 1924.

On or before eighteen (18) months after date, we promise to pay to the order of SOUTHWESTERN BELL TELEPHONE COMPANY Ten Thousand Dollars, together with interest thereon from date at the rate of seven per centum per annum payable quarterly; and if this note shall not be paid at maturity, and shall be placed in the hands of an attorney for collection, we further promise to pay, as attorney's fees for collection, ten per cent additional on the face amount due hereon. Demand for payment, protest and notice of dishonor are hereby waived by all who are or shall become parties to this instrument as makers, indorsers, guarantors, or otherwise,

Payable at the First National Bank in St. Louis,

This note is secured by mortgage executed April 1- 1924

James Thompson,

D. E. McArthur,"

then these presents shall be void; otherwise, to remain in full force and effect,

It is further understood and agreed that this mortgage is made subject to a mortgage dated January 29, 1920 between James Thompson and D. E. McArthur as mortgagors and H. A. Davis and H. H. Davis as mortgagees, given to secure two (2) promissory notes dated January 29, 1920 for the principal sum of Forty-five Hundred Dollars, (\$4500.00) each (a total principal sum of Nine Thousand Dollars, (\$9,000.00) together with interest thereon from the date thereof at the rate of eight per cent (8%) per annum, payable semi-annually, said mortgage being recorded in the office of the Recorder of Deeds of Tulsa County, Oklahoma, on February 7, 1920 as Document No-142,504, and rerecorded in the same office on May 1, 1923 said mortgage covering a portion of the above described property,

And it is further agreed that if default shall be made in the payment of said sum of money, or any part thereof, or said note when it falls due, principal or interest, or upon failure to conform to or comply with any of the conditions and provisions contained in this mortgage, then the indebtedness hereby secured shall at the option of the party of the second part, or the legal holder or holders of the aforesaid note, become due and payable at once without notice,

The parties of the first part agree that during the term for which this mortgage shall run, they will pay all taxes, rates, or charges, which now are or shall be at any time or times hereafter during the said term assessed or imposed or taxed against the above described property, and if they shall fail or neglect to do so, party of the second part, its successors or assigns, shall have the right to pay the same as they become due and parties of the first part to repay any such sum or sums and that the party of the second part may enforce payment of the amount so paid out by it therefor under this mortgage, the same shall become a lien on the property herein conveyed the same as the principal debt secured,

The parties of the first part further agree that before any dividends shall be paid out of the earnings of any fiscal year, there shall first be reserved from said earnings as a reserve for depreciation a sum equal to seven per cent (7%) per annum of the book cost of the above described properties. Parties of the first part further agree to keep their switchboards insured against loss by fire in the sum of Six Thousand Dollars, (\$6,000.00)

It is further agreed that in case default shall be made in the payment of the above indebtedness as herein set forth, or in the parties of the first part shall violate any of the