

FIRST, Said W. E. Andreae & Katherine Andreae, his wife and Max B. Andreae and Gladys R. Andreae, his wife, being justly indebted to said party of the second part in the principal sum of SIX HUNDRED EIGHTY-SEVEN AND 50/100 DOLLARS (\$687.50) for money borrowed have executed and delivered to said party of the second part one (1) certain promissory note bearing even date herewith for the sum of Six Hundred Eighty-Seven and 50/100 Dollars (\$687.50), payable according to the terms of said note, with interest after maturity at the rate of eight (8) per cent per annum, payable annually. Both principal and interest payable to the order of the party of the second part in lawful money of the United States of America.

SECOND: The said parties of the first part agree 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.

THIRD: As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgagee and his heirs, all the rights and benefits accruing to them 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 for general farming purposes, all notes secured by this mortgage shall immediately become due and collectible.

FOURTH: 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.

FIFTH: Said parties of the first part agree that if the makers of said note shall fail to pay the principal of said note, or any part thereof, as the same becomes 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.

This mortgage is subject to a first real estate mortgage of even date, in favor of the MISSOURI STATE LIFE INSURANCE COMPANY, a corporation, of St. Louis, Missouri.

The said parties 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 they 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 parties of the first part, for said consideration, do hereby expressly waive an appraisal 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 TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year first above written.

W. E. Andreae

Katherine Andreae

Max B. Andreae

Gladys R. Andreae

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS.

BEFORE ME, a Notary Public in and for said County and State, on this 9th day of June 1924 personally appeared W. E. Andreae and Katherine Andreae, his wife, and Max B. Andreae and Gladys R. Andreae, his wife, to me known to be the identical persons who executed the within and