

with all improvements thereon and appurtenances thereto belonging. ~~CONTAINED~~

AND WHEREAS the said party of the first part desires to mortgage her said interest, as above described to the Security National Bank of Tulsa, Oklahoma, party of the second part,

NOW THEREFORE, first party has mortgaged and hereby mortgages to the second party the following:

All of the interest which said first party has in and to the oil and gas rights in the royalty interest the same being an undivided one-third ( $1/3$ ) of the One-eighth ( $1/8$ ) royalty in all the oil, gas and other minerals located in or on or under the following described real estate located in Tulsa County, State of Oklahoma:

Southeast One Quarter ( $SE\frac{1}{4}$ ) of the Southeast One Quarter ( $SE\frac{1}{4}$ ) of Section Six (6) Township Nineteen (Twp. 19) North Range Twelve (12) East of the 1. B. M., with all improvements thereon and appurtenances thereto belonging and warrant the title to the same.

This mortgage is given to secure the principal sum of Twenty-five Thousand (\$25,000.00) Dollars, with interest thereon at the rate of ten per cent (10%) per annum from maturity, according to the terms of one certain promissory note, described as follows, to wit:

In the principal amount of Twenty-Five Thousand (\$25,000.00) Dollars, dated April 30, 1924, due ninety (90) days after date, and providing for interest at the rate of ten per cent (10%) per annum after maturity, said note being signed by M. W. Thompson and Thompson and Black, Inc., by M. W. Thompson, its president, said note being payable to the Security National Bank of Tulsa, Oklahoma,

PROVIDED ALWAYS, That this instrument is made, executed and delivered upon the following conditions, to wit; that the first party hereby covenants and agrees to pay all taxes and assessments of said land when the same shall become due and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises, and to insure, and keep insured in favor of second party, buildings on the premises.

It is further expressly agreed, by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the said second party shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said party of the first part hereby agrees that in the event action is brought to foreclose this mortgage that she will pay a reasonable attorneys fee of Twenty-Five Hundred (\$2500.00) Dollars, which this mortgage also secures.

It is understood that two additional mortgages have been executed to secure the note above described, and that each of the said mortgages provide for an attorneys fee of Twenty-five Hundred (\$2500.00) Dollars in case of foreclosure.

It is expressly understood and agreed that the total attorneys fee, in case of foreclosure of any one or all three of the mortgages securing said note shall not exceed Twenty-Five Hundred (\$2500.00) Dollars.

Party of the first part, for said consideration does hereby expressly waive all benefits of the homestead, exemption and stay laws of Oklahoma.

Dated this first day of May, 1924.

M. L. Glass

By W. C. Lemm

Attorney-in-Fact