per cent (10%) per annum, from the date of payment, and all of which sum or sums of money and the interest and penalties to accrue thereon shall be a charge and lien upon said premises, and shall be secured by this mortgage; and in case of failure, refusal or me glect of said first party to repay immediately any of the above mentioned items, or in case of breach of any of the coverments or conditions herein contained, the whole of seld principal sum named herein, and interest thereon, and all other items which this mortgage secures, shall become 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 its successors, and assigns, as additional collateral security, and said party of the second part, or its successors and assigns, shall be entitled to possession of said premises, by receiver or otherwise.

FIFTH: -- It is further agreed and understood that this mortgage secures the payment of the principal bond or no te and interest coupon notes herein described and all renewal, principal or interest notes that t may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

SIXTH: -- Said party of the first part hereby agrees that, in the event action is brought to foreclose this mortgage, said party of the first part will pay a reasonable attorney's fee of Two Hundred Twenty-Five and No/1CO Dollars to become due and payable when the suit is filed, which this mortgage also secures, and said party of the first part does hereby expressly waive appraisement of the said real estate.

SEVENTH; -- As additional collateral for the payment of the indebtedness hereinbefore described, the said party of the first part does hereby assign to the said party of the second part, its successors and assigns, all the profits, revenues, royalties, rights and benefits, accruing to the said party of the first part under all oil, gas and mineral and other leases on said premises.

This assignment to termine te and become null and void upon release of this mortgaze.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, this imstrument is hereunto subscribed by party of the first part on the day and year first above mentioned.

> E. E. Clulow Nellie C. Clulow

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STATE OF OKLAHOMA. County of Tulsa

Before me, the undersigned, a Notary Public, in and for said County and State, on this 19th day of May , 1924, personally appeared E. E. Clulow and Nellie C. Clulow, husband and wife to me known to be the identical persons who executed the within and foregoing ihstrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal .

W. M. Robbins, Notary Public Post Office Address Tulsa, Okla. My commission expires Jan. 2, 1928 (SEAL)

Filed for record in Tulsa County, Tulsa Oklahoma, May 19, 1924 at 4:25 o'clock P. M. in Book 488, page 152

By Brady Brown, Deputy

(SEAL) 0. G. Weaver, County Clerk