

responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD; The said parties of the first part agrees 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.

FOURTH; As additional and collateral security for the payment of the said notes the mortgagor hereby assigns to said mortgagee, its successors and assigns all the rights and benefits accruing to him 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.

FIFTH; 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.

SIXTH; Said parties of the first part agrees that if the makers of said notes shall fail to pay the principal or interest of said notes, 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.

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 appraisement 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 do hereunto subscribed their names and affixed their seals on the day and year first above written.

Executed and delivered in the presence of

Arthur Newlin

M.A. DeVinna,

W.E. Andreae (Scroll Seal)

Katherine Andreae (Scroll Seal)

Max B. Andreae

Gladys R. Andreae (Scroll Seal)

STATE OF OKLAHOMA, }
COUNTY OF TULSA? } SS

Before me, a Notary Public in and for said County and State, on this 26th day of May 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 foregoing instrument, 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 the day and year above set forth.

My commission expires May 11th, 1927. (SEAL) Maurice A. DeVinna, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, May 27, 1924, at 4:30 o'clock P.M. and recorded in book 489, page 62.

By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk,