

to foreclose this mortgage they will pay a reasonable attorney's fee of Seventy-five and No/100 Dollars, which this mortgage also secures.

FIFTH. It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described, and all renewal, principal or interest notes that 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 parties of the first part hereby covenant and agree to pay all taxes and assessments of whatever character on said land, and any taxes or assessments that shall be made by the State of Oklahoma, or by the County or Town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of - - - Dollars, and to assign the policies to said party of the second part, to be held by him until this mortgage is fully paid and said party of the first part assumes all responsibility of proff and care and expense of collecting such insurance if loss occurs.

SEVENTH. It is further agreed by and between the parties hereto that should drilling be commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shaft mining, stripping or any other process for the purpose of removing from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling or mining shall operate to make the debt which this mortgage secures, payable upon demand, and second party hereto shall be entitled to demand and receive from the first parties full payment of said mortgage debt at any time B. L. Conway (said second party) may demand such payment; and in the event first parties fail to pay said debt immediately upon such demand being made, then the second party shall be entitled to enforce the payment of such debt by action to foreclose this mortgage the same as if first parties had defaulted in the performance of all the other provisions hereof resting upon them to do.

And the said parties of the first part, for the said consideration do hereby expressly waive 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 hereunto subscribe their names and affix their seals on the day and year first above mentioned.

John W. B. Smith

Bonnie Smith

STATE OF OKLAHOMA,)
County of Tulsa.) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of April A.D. 1925 personally appeared John W. B. Smith and Bonnie Smith, husband and 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 last above written.

My commission expires Mar. 24-1927. (Seal)

R. R. McCormick, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, April 20, 1925, at 11:00 o'clock A.M. and recorded in Book 493, Page 385.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.