

secured by any prior liens or encumbrances on said property before the same becomes delinquent to procure release of or pay any adverse claims, liens, charges or encumbrances against said property; and in case of the neglect or refusal of first party to perform any of the agreements herein, said second party may effect such agreements without waiving the breach of the foregoing conditions, and the sum so paid shall be immediately repaid with ten per cent interest thereon from date of payment, and shall be an additional lien upon said property secured by this mortgage.

It is further agreed and understood that all of the rights and interest of the first party in and to all oil, gas and mineral leases now on the afore described premises are hereby assigned to the second party, provided however, that a release of this mortgage shall operate to release the rights conferred by this assignment.

If said notes be paid when due and all the agreements made herein be faithfully kept and performed, then this mortgage shall be released at the cost of the mortgagors, but if default be made in the payment of any of said notes or in the performance of any of the covenants, agreements, terms or conditions herein, or if at any time any law, of this State shall be enacted imposing or authorizing the imposition of any tax upon this mortgage, except the mortgage registration tax, or upon the debt secured hereby, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided to pay any tax or taxes herein agreed to be paid by said first party is illegal or inoperative, the whole sum of money herein secured may at the option of the holder of the notes and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole sum of said money, interest and costs, anything in this mortgage or said notes contained to the contrary notwithstanding provided this agreement shall not be construed to include any personal tax when imposed against the holder of said notes or mortgage by any State at the residence or domicile of such holders; and in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose the same, as herein provided, the first party will pay to said plaintiff \$50 as a reasonable attorney's fee therefor, and abstractor's fee for supplemental abstract for use in such foreclosure proceedings, in addition to all other legal costs and statutory fees, said fees to be due and payable upon the filing of petition for foreclosure and the same shall be a further charge and lien upon the said premises described in this mortgage, and be included in any judgment or decree rendered in any action as aforesaid and collected, and the lien thereof endorsed in the same manner as the principal debt hereby secured; and first party hereby waives appraisalment in case of foreclosure, this waiver to be effective, or not, at the option of second party.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, and delivered in the presence of
S. O. Schafield,
June Cheek.

John R. Carney,
Byrd Carney

STATE OF OKLAHOMA,) SS
MUSKOGEE COUNTY.)

Before me, S. O. Schafield, a Notary Public in and for said County and State on this 8th day of June, 1925, personally appeared John R. Carney and Byrd Carney 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 an year last above written, set forth.
My commission expires May 16, 1929 (Seal) S. O. Schafield, Notary Public.