

ten 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 neglect of said first party to repay immediately any of the above mentioned items, or in case of breach of any of the covenants or conditions herein contained, the whole of said 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, its successors and assigns, shall be entitled to possession of said premises by receiver or otherwise. That upon the institution of proceedings to foreclose this mortgage the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the direction of the court, and any amount so collected by such receiver shall be applied, under the direction of the court to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

FIFTH-- It is hereby further agreed that this mortgage secures the payment of the principal note and interest notes herein described and all renewals of principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt or interest.

SIXTH-- Said party of the first part hereby agree 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 Sixty and no/100 Dollars. ~~Sixty and no/100 Dollars~~ to become due and payable when suit is filed which this mortgage also secures, and said party of the first part hereby expressly waives appraisalment of the real estate and homestead exemption.

SEVENTH-- As additional collateral for the payment of the note and indebtedness hereinbefore described the said party of the first part hereby assigns 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, mineral and other leases on said premises this assignment to terminate and become null and void upon release of this mortgage.

EIGHTH-- In construing this mortgage the words "party of the first part", shall be held to mean the person or persons named in the preamble as parties of the first part, jointly and severally, and the words "party of the second part" shall include the mortgagee herein and its successors or assigns.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void otherwise to remain in full force and effect.

This mortgage and the notes secured thereby shall be governed by the laws of the State of Oklahoma.

In witness Whereof, the said party of the first part has hereunto set his hand the day and year first above written.

Witnesses: Beulah Cooksey
C. H. Howard

her
Mary K. Turley
mark
J. W. Turley

The name of Mary Turley was written by me, the first witness subscribing below, near the mark made by her and was written at her request and in her presence after both of the undersigned subscribing witnesses saw such mark made by her

Beulah Cooksey First Witness
C. H. Howard Second Witness