

on the 26th day of August, 1924, and one on the 26th day of each subsequent, consecutive month thereafter until the said twenty-four notes have been fully paid and satisfied, and one note for the sum of \$650.44, which shall become due and payable on the ---- day of ----, all of the said notes to bear interest at the rate of eight per cent per annum, payable semi-annually from date, and are signed by O. N. West and G. J. Smith; which said notes shall be payable at the office of the Commercial Drilling Company, in the City of Tulsa, Oklahoma.

The said parties of the first part hereby covenant that they are the owners of the said oil and gas mining leasehold estate, together with all the personal property hereinafter described, and that the same are free, clear and unincumbered of and from any and all incumbrances of whatsoever nature or kind; and that they have a good right and authority to incumber the same; and that they will warrant and defend the title against all lawful claims of all persons whomsoever.

The said parties of the first part further agree that they will pay all taxes which are now due or which may hereafter become due and payable against the said property, or any part thereof.

The said parties of the first part further agrees that they will not permit any mechanic's or materialman's lien to be filed against the said property, or any part thereof, and that they will promptly pay all bills for labor or materials which may be performed or furnished upon said leasehold estate, or any part thereof.

Parties of the first part agree that in case of failure to pay any of the said notes, or the interest thereon, when the same becomes due and payable, or to perform any of the conditions of this mortgage, that the party of the second part shall have a right to take steps immediately to foreclose its said mortgage, and parties of the first part hereby agree that they will pay \$10.00 and ten per cent of the amount remaining unpaid on each of said notes hereinabove described, as a reasonable attorney's fee for foreclosing the said mortgage, or collecting the same by or through an attorney; the said attorney's fee to become due and payable when default is made in any of the terms and conditions of this mortgage and the said notes are placed in the hands of an attorney for collection. And if suit is filed to foreclose the said mortgage, the amount herein provided for attorney's fees shall be recovered in said foreclosure suit and included in any judgment or decree rendered in said action aforesaid, and the lien thereof enforced in the same manner as the principal debt hereby secured.

NOW, if the said parties of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the said sum of \$12,650.44, evidenced by the said notes hereinabove described, together with interest thereon according to the terms and tenor of said notes, and shall otherwise perform all the terms and conditions of this mortgage, then this mortgage shall be wholly discharged; otherwise, it shall remain in full force and effect.

The said mortgagors further agree that in case of failure of parties of the first part to pay the said notes as the same become due and payable, together with all interest thereon as herein provided, when the same becomes due and payable, or to perform any of the other covenants of this mortgage, the failure to make payments of principal or interest, or to comply with any other terms and conditions of this mortgage, shall accelerate the payment of the balance due on said indebtedness, and the same shall immediately become due and payable, and the said party of the second part shall have a right to immediate possession of the said oil and gas mining leasehold estate, together with the personal property hereinabove described and shall have a right to foreclose its said mortgage without further notice, and to declare the entire balance due and payable at once, and to proceed to collect the same, including the attorney's fees herein provided for.