

any part thereof.

The said parties of the first part further agree that they will not permit any mechanic's or materialman's liens 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 party 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 said party of the second part shall have a right to immediately become due and payable,~~ and 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 balance due and payable at once, and to proceed to collect the same, including the attorney's fees herein provided for.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their names this the 23 day of July, 1924.

O. N. West

G. J. Smith

Parties of the First Part.

#### ACKNOWLEDGMENT

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS.

Before me, a Notary Public within and for said County and State, on this 25 day of Aug. 1924, personally appeared O. N. West and G. J. Smith, to me known to be the identical persons who executed the above 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.