

Parties of the first part agree to pay, when due, all taxes, charges and assessments legally levied against the property herein conveyed.

In event that parties of the first part shall fail to pay any taxes or assessments against said premises, when due, or to maintain insurance as hereinabove provided for, party of the second part may make such payments or provide such insurance, and the amount or amounts paid therefor shall be secured by the lien of this mortgage and bear interest from date of payment at the rate of ten per cent. (10%) per annum.

And to further secure the payment of said notes, the parties of the first part hereby assign to the party of the second part, in whole, or at the option of the second party, in such amounts or such proportionate part or parts as the second party may from time to time designate, all the rents, royalties, payments and delay moneys that may from time to time become due and payable on account of any and all oil and gas mining leases or mineral leases, or leases of any kind now existing or that may hereafter come into existence covering the above described lands and improvements, and all moneys received by the second party by reason of this assignment shall be applied, first, to the payment of matured installments, and second, the balance, if any, to the principal remaining unpaid; provided, that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease made subsequent to the date of this mortgage.

If any of the payments in the above described notes shall not be paid when due, or if parties of the first part shall permit any taxes or assessments on said land and improvements thereon to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or shall willfully or by neglect permit any unreasonable depreciation in the value of said premises or the buildings and improvements thereon, or shall sell, convey, remove, or permit to be removed from said premises any of said buildings or improvements, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole notes hereby secured shall, at the option of the party of the second part, its successors or assigns, become immediately due and payable, and this mortgage subject to foreclosure; and in the event of foreclosure, party of the second part may recover as a part of the costs of such foreclosure, a reasonable attorney's fee.

And the said parties, for the consideration aforesaid, hereby expressly waive the appraisalment of said real estate and all benefits of the homestead and stay laws of said State.

WITNESS the hands and seals of the parties of the first part, the day and year first above written.

Cecil K. Dean

Ethel Mae Dean

STATE OF OKLAHOMA, )  
COUNTY OF TULSA. ) SS.

Before me, a Notary Public, within and for said County and State on this 11th day of September, A.D., 1924, personally appeared Cecil K. Dean and Ethel Mae Dean, his wife to me known to be the identical persons who executed the above mortgage, 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 signature and official seal the day and year last above written.

My commission expires Oct 10" 1925 (SEAL)

F. E. Dickson, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Sep 11, 1924 at 4:25 o'clock P. M. in Book 494, page 410

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk