

TO HAVE AND TO HOLD THE SAME, to the said party of the second part, his heirs and assigns forever.

NOW, if the said party of the first part shall well and truly pay, or caused to be paid, any and all sums hereinbefore set out, due and to become due, during the life of this mortgage, this conveyance shall be void and of no force and effect, otherwise to remain in full force, effect and virtue.

The party of the first part covenants and agrees that during the life of this mortgage it will keep said property, and each and every part thereof, free, clear and discharged from all liens, charges, incumbrances or assessments which may or might become superior and paramount to the lien of this mortgage, and covenants and agrees that the party of the second part may, at its option, pay any lien, charges, incumbrances or assessments, which may or might become a charge or lien against said property, superior and paramount to this mortgage lien, or to any part thereof, and that said sum so paid, if any, shall bear interest from the time of payment of the party of the second part at ten (10%) per cent per annum until paid, and shall likewise be secured by this mortgage also to keep the buildings and equipment on said premises insured for at least \$2500.00, in a reliable company, with loss payable to second party.

The party of the first part covenants and agrees that this mortgage is security not only for the principal indebtedness in the amount of \$9000.00 above set forth, but also for any indebtedness of the party of the first part to the party of the second part, during the time that any of the above original indebtedness, or the interest, charges or fees thereon, shall remain unpaid, and is security also for any sums which said party of the second part shall be obligated to pay, or shall become obligated for, in order to protect the security of this mortgage, and for any and all other sums for which the said party of the second part shall become liable, whether by agreement or operation of law, during the life of this mortgage.

The said first party, as an inducement for the loan to him of \$9000.00 aforesaid, represents that he is the sole and absolute owner of said 15/16ths of said lease and has good and lawful right to mortgage same for the purpose therein stated.

The party of the first part covenants and agrees that it will pay the said indebtedness hereinabove described, together with the interest, charges and fees thereon, and covenants and agrees that in the event the indebtedness hereby secured, or any part thereof, is not paid when due, or within thirty days thereafter, or in the event any of the covenants and agreements herein set out are violated or broken, the party of the second part may, at its option, declare the whole sum due and foreclose this mortgage and the lien thereof, and covenants and agrees that upon the filing of a petition for foreclosure of said mortgage, the court may, without notice, as a matter of right, appoint a receiver to take charge of said properties, and the incomes, royalties, rentals, tools and proceeds therefrom, and the party of the first part covenants and agrees that in any suit to foreclose said mortgage, and the lien thereof, whether by suit or by other legal forms of foreclosure, there may be charged a reasonable attorney's fee, in the sum of ten (10%) percent of the amount of indebtedness and interest thereon, due at the time of filing or institution of foreclosure proceedings, which said attorney's fee shall also be secured by this mortgage.

IN WITNESS WHEREOF, The said party of the first part has hereunto signed his named the day and year first above written.

J. R. Allen.

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

Before me, a Notary Public within and for said County and