

the second party all such sums of money as it may have so paid, as herein provided, with interest thereon at the rate of 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 the covenants or conditions herein contained, the whole of said principal sum named herein, and the interest thereon, and all other items which this mortgage secures, shall become immediately due and payable, and this mortgage may be foreclosed according, or in such case, the holder of any of such items normally due may foreclose this mortgage for such sums, subject to all other unpaid mortgage indebtedness and without affecting or impairing the mortgage as security therefor.

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, or its successors and assigns shall be entitled to possession of said premises, by receiver or otherwise.

Fifth:- It is hereby further agreed and understood that this mortgage secures the payment of the principal note herein described and all renewal, principal or interest notes that may hereinafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

Sixth: Said party of the first part hereby agrees that, when and as often as action is brought to foreclose this mortgage for all or any part of the indebtedness thereby secured, said party of the first part shall pay a reasonable attorney's fee of fifty & no/100 dollars to become due and payable when the suit is filed, which this mortgage also secures, and in case of settlement after employment of an attorney and before suit is brought will pay one half of said sum as an attorney's fee which is hereby secured, and said party of the first part does hereby expressly waive appraisal of the said real estate.

Seventh: As additional collateral for the payment of the note and indebtedness hereinbefore described, the said party of the first part does hereby assign 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.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

In testimony whereof, this instrument is hereunto subscribed by party of the first part on the day and year first above written.

Executed and delivered in the presence of---

E. G. Cunningham,  
Mattie A. Cunningham.

State of Oklahoma }  
County of Tulsa } SS  
Before me, the undersigned, a Notary Public, in and for said County and State, on this 26th day of September, 1924, personally appeared E. G. Cunningham and Mattie A. Cunningham, husband and wife, to me known to be the identical persons who executed the within 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.

Witness my hand and official seal.

(SEAL) E. E. Clulov, Notary Public.