

terest notes that may hereafter 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:-It is further expressly agreed by and between the parties hereto that no drilling shall be commenced upon said land for oil or gas or any stripping or mining be commenced on any part of said land to obtain coal, stone or other minerals or substances of any character whatsoever without the written consent of said second party having first been secured to commence said drilling, mining or stripping operations and that in the event drilling for oil or gas or mining or stripping for coal, stone or other minerals or substances of any character whatsoever shall be commenced on said land <sup>without</sup> having first obtained the written consent of said second party as aforesaid, such drilling, ~~stripping or mining~~ <sup>or stripping</sup> shall operate to make the debt which this mortgage secures to immediately become due and payable at the option of the said second party and this mortgage may be foreclosed accordingly.

Seventh:- Said parties of the first part hereby agree that, in the event action is brought to foreclose this mortgage, they will pay a reasonable attorneys fee of Fifty Dollars, which this mortgage also secures, and they do hereby expressly waive appraisement of the said real estate. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe their names and affix their seals, on the day and year first above mentioned.

Executed and delivered in the presence of: Charley Fields (SEAL)  
Ollie Fields (SEAL)

STATE OF OKLAHOMA, )  
: SS.  
COUNTY OF ROGERS. )

Before me, J. D. Ward, a Notary Public, in and for said County and State, on this 15th, day of January, A. D. 1909, personally appeared Charley Fields and Ollie Fields, his 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.

J. D. Ward, Notary Public.

(SEAL) My commission expires Nov. 25", 1912.

Filed for record at Tulsa, Okla., Jan. 19, 1909, at 10.50 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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