

when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, at the option of said second party, and this mortgage may be foreclosed accordingly. 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 her assigns, as additional collateral security, and said party of the second part, or 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 and interest notes herein described, and all renewal, principal or interest 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 party of the second part, 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 without first having^{first} obtained the written consent of said second party as aforesaid, such drilling, mining or stripping shall operate to make the debt which this mortgage secures to immediately become due and payable at the option of 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 attorney's fee of Fifty Dollars, which this mortgage also secures, and they do hereby expressly waive appraisalment 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.

Eliza Baker (SEAL)

Thomas W. Baker (SEAL)

Executed and Delivered in the presence of:

STATE OF OKLAHOMA, COUNTY OF ROGERS) SS.

Before me, J. D. Ward, a Notary Public in and for said County and State, on this 15th, day of March, A. D., 1909, personally appeared Eliza Baker and Thomas W. Baker, her husband and-----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. 25th, 1912.

Filed for record at Tulsa, Okla. Mar. 16, 1909. at 9 o'clock A. M.

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

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