

assessments upon said premises, or upon said loan, or the premiums for said fire insurance 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 her 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 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 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 party of the first part hereby agrees that, in the event action is brought to foreclose this mortgage he will pay a reasonable attorney's fee of Fifty Dollars, which this mortgage also secures, and he does 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 party of the first part hereunto subscribes his name and affixes his seal, on the day and year first above mentioned.

Aaron Tyner

'SEAL'

Executed and delivered in the presence of:

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 March, A. D., 1909, personally appeared Aaron Tyner, a single man, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his 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, Ok la. Mar. 16, 1909. at 9 o'clock A. M.

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