

with premium fully paid for the entire term of the policy, which policy or policies shall be duly assigned and delivered to second party, assignor, or legal representative as collateral and additional security for the payment of the indebtedness hereby secured, and the obligations of this mortgage. Said insurance as above provided, to be maintained in the amount named above as long as this mortgage, or any part of the same, is in force, and it is further stipulated that in case the term or assessment of any fund levied against said premiums are not paid when due, or if there is a failure to maintain insurance as in this mortgage provided, then the second party, his heirs, assigns, or legal representative, may pay such taxes or assessments, or effect such insurance and the amount so expended therefor shall be a first lien from the date of such expenditure as against per cent per annum, and this mortgage is security for the money so expended with interest as provided.

It is further agreed by the party of the first part, lending his heir, legal representative, successor, assignor, grantor and lessor, that during the life of this mortgage, or any part thereof, there shall be no stopping of any part of the premises herein mortgaged to obtain coal, stone or other minerals mentioned herein. shall any mining of any kind or nature be conducted thereon. However, the foregoing provisions shall not apply if any oil or gas has been or is said, provided that no oil or gas has