shall be due upon the filing of petition in foreclosure and this mortgage shall stand as security for such attorneys fee.

And it is further agreed and understood that upon a breach of the warranty herein, or upon a failure or refusal to pay the principal indebtedness hereby secured when due or any part thereof, or any interest thereon when due or any tax or assessment herein mentioned, or to maintain insurance as herein provided, or to permit mining or stripping for coal or other substance on said premises contrary to the provisions of this mortgage, or a failure to deliver the said incomes, rents, royalties or other moneys or things of value arising from any oil and gas lease as above provided, or to comply with any of the agreements or provisions of this mortgage; then in either event that the whole sum hereby secured shall at once without notice become due and payable, at the option of the holder hereof, and shall bear interest thereafter at the rate of eight per cent per annum, and the said party of the second part, his heirs, successors, legal representatives or assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to the possession of said premises and to each and every part thereof, and to collect and apply the rents therefrom, less the reasonable