

making of any kind or nature be permitted thereon. However the foregoing provision shall not apply to any oil or gas lease now on said premises that now appears of record either as the office of the U.S. Indian Agency, at Muskogee or in the County where the said premises are located or in the proper recording district of the Indian Territory, before stated. And be it further covenanted and agreed by and between the parties hereto that all claims, demands, profits, royalties or other moneys or thing of value due or to become due from said oil and gas lease or leases, as well as any other right, title or interest in or to any premises, are hereby assigned to the assignor or to any heirs, his assigns, successors or legal representatives as a further and additional security for the full performance of the obligations contained in this mortgage.

It is further agreed that in case the party of the second part his legal representative, successor or assigns, shall hereafter appear in any of the Land Departments of the General Government, or before the Commissioner to the Five Civilized Tribes, or Muskogee, Okla., or before any United States Indian Agency, or in any Court or Federal Authority, in order to procure or protect the title to or possession of said premises, or to remove any cloud or encumbrance thereon, that all such costs and expenses incurred thereon shall be paid by the party of the second part or from the date of recording of this mortgage shall be paid or secured for the same, and in case of the foreclosure of the mortgage, and as hereinafter may be provided.