

continuance in force of this instrument or any part thereof they shall pay all taxes and assessments levied against said premises when due and they will neither commit or permit any waste upon said premises, or the removal of any buildings or other improvements therefrom.

And it is further stipulated that in case the taxes or assessments of any kind levied against said premises are not paid when due then the second party heirs assigns or legal representatives may pay such taxes or assessments and amounts so expended therefor shall bear interest from date of such expenditure at eight per cent per annum and this mortgage is security for the money so expended with interest as provided.

It is further agreed by the parties of the first part, binding his heirs legal representatives successors, assigns grantees and lesse that during the life of this mortgage or any part thereof, there shall be no stripping of any part of the premises herein mortgaged to obtain coal, stone or other minerals or substances, nor shall any mining 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 at 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 Statehood became effective for Oklahoma, but all incomes profits, royalties or other monies 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 of mortgagors therein, are hereby assigned to the mortgagee herein, ~~his~~ his assigns, successors or legal representatives as a farther and additional security for the full performance of the obligations named in this mortgage.

It is further Agreed that in case party of the second part, their legal representatives, successors or assigns shall hereafter appear in any of the land Departments of the General Government or before the Commissioner to the Five Civilized Tribes at Muskogee Okla, or before any United States Indian Agency or in any Court or Tribunal whatever in order to preserve or protect the title or to possession of said premises, or to remove any cloud or clouds from the title thereto that all such costs and expenses occasioned thereby shall bear interest at eight per cent from the date of expenditure and this mortgage shall stand as security for the same.

And in the case of the foreclosure of this mortgage and as often as any proceedings shall be had or taken to foreclose the same, the holder hereof may recover from the first parties an attorney's fee of fifty dollars, which sum shall be due upon the filing of petition in foreclosure and this mortgage shall stand as security for such attorney's fee.

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 permit mining or stripping for coal or other substance or said premises contrary to the provisions of this mortgage or a failure to deliver the said incomes,