

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

~~It is further agreed by the parties of the first part that during the continuance of any third lease or other lease on the premises or not paid when due the second party his heirs assigns or legal representatives may pay such taxes or assessments~~ And it is further stipulated that in case the taxes or assessments, and the amounts so expended therefor shall bear interest from the 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 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 Agent 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 assigns, successors or legal representatives as a further and additional security for the full performance of the obligations named in this mortgage.

It is further agreed that in case the party of the second part, her 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 State Indian Agency or in an Court or Tribunal whatever in order to preserve or protect the title to or 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 ~~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 therein mentioned, 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 monies or thing of value arising from any oil and gas lease as above provided or secured shall at once and 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,