

pense of the first party) otherwise to remain in full force and effect.

IT IS FURTHER AGREED by the first parties hereto that during the 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, his heirs, assigns or legal representatives may pay such taxes and assessments, and the amount 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 lessees, 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 the income, profits, royalties or other moneys or thing of value due or to become due from said oil and <sup>here or</sup> gas 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, his legal representatives successors or assigns, shall thereafter appear in any of the Land Departments of the General Government, or before the Commission 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 and 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 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 party, an attorney's fee of fifty Dollars, which sum shall be due upon 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 substances 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 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 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, and that immediately upon the filing of the petition in foreclosure the holder hereof shall be en-