

at the expense of 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 on any part thereof, they shall pay all taxes and assessments, levied against said premises, when due and they will neither commit nor permit any waste upon said premises, or the removal of any buildings or other improvements thereon.

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 or assessments and the amount so expended they 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, grantors 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 stone or coal now on said premises that now appears of record either at the office of the West Indian Agency or elsewhere in the County where the said

premises are located or in the proper recording District of the Indian Territory before striking became effective for Oklahoma, but all income,

profits, royalties or other proceeds or things of value due or to become due from said oil and gas lease or leases, are well as any other right, title or interest of mortgagee therein are