

IT IS FURTHER PROVIDED, That, as additional collateral for the payment of the note and indebtedness hereinbefore described, the said parties of the first part, hereby assign to the said party of the second part, its successors and assigns, all the profits, revenues, royalties, rights and benefite, accruing to the said parties of the first part, under all oil, gas, mineral or other leases on said premises. This assignment to terminate and become null and void upon release of this mortgage.

It is further stipulated and agreed, that in case the party of the second part, its successors or assigns, shall hereafter appear in any of the land departments of the General Government, or any court or tribunal whatever, in order to preserve or protect the title to or possession of the premises hereby conveyed and warranted, that all such costs and expenses incurred therein shall bear interest at ten per cent. thereafter; and that in case of foreclosure hereof, and as often as any proceedings shall be had or taken to foreclose same, the holder hereof may recover from the first parties an attorney's fee of ten per cent. of the amount due on the principal note which sum shall be due upon the filing of a petition in foreclosure; and for all such costs, expenses, and attorney's fees, this mortgage shall stand as security.

It is further agreed and understood, that upon breach of the warranty herein, or upon the failure or refusal to pay the principal indebtedness hereby secured when due, or any part thereof, or any interest thereon, at maturity, or any tax or assessment herein mentioned, or to comply with any requirements herein contained, 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 ten per cent. per annum, and said party of the second part, its successors 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 entitled to possession of said premises, and to each and every part thereof, and to collect and to apply the rents therefrom, less the reasonable expenditures, to the payment of said indebtedness; and for this purpose the holder hereof shall be entitled to a Receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure; and the holder hereof shall in no case be held to account for any damages, nor for any rentals other than those actually received. The appraisalment of said premises is hereby expressly waived.

All covenants and agreements herein contained shall run with the land hereby conveyed; and this mortgage and the evidence of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma.

In Witness Whereof, The said parties of the first part have hereunto set their hands on this, the 10th day of August, A. D. 1922.

Edward Philip Kirschner.

STATE OF OKLAHOMA)
MUSKOGEE COUNTY) SS.

Phillip Brown.

Josie Brown.

Before me, E. M. Zebold, a Notary Public in and for said County and State, on this 24th day of August, 1922, personally appeared Edward Philip Kirschner, sole, and---his wife, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal, the day and year last above named.