

unpaid.

THIRD. All money paid by said second party, its successors and assigns, for insurance taxes or assessments upon said property and expense of continuation of abstract, and all expenses and attorney's fee incurred by said second party and assigns by reason of litigation with third parties to protect the lien of this mortgage shall be recoverable against said first parties with penalties upon tax sales, and shall bear interest at the rate of ten per cent per annum, payable annually, and be secured by this mortgage, and it is further expressly agreed and understood that the payment of any insurance premium or taxes or assessments upon said property, by the second party, shall not be construed or held to be a waiver of default as herein provided or prevent the holder hereof from declaring the entire debt secured hereby, due and payable and foreclosing this mortgage whether said insurance premiums or taxes or assessments be paid prior or subsequent to exercise of option to declare the debt due and foreclose this mortgage as herein provided.

FOURTH. And in case of foreclosure hereof said first parties hereby agree to pay the sum of One Hundred Twenty Dollars attorney's fees in such foreclosure suit, to be secured by this mortgage, which shall be due and payable when suit is filed and for the consideration above hereby expressly waive the appraisement of said real estate and all benefits of the homestead and stay laws of said state.

FIFTH. As additional and collateral security for the payment of the note and the indebtedness hereinbefore described said parties of the first part hereby assign to the said party of the second part, its successors and assigns all of the profits, revenues, royalties rights and benefits accruing to them under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage, or certified copy thereof, to pay said profits, revenues, royalties rights and benefits to the said party of the second part, its successors and assigns.

This assignment to terminate and become null and void upon release of this mortgage.

SIXTH. It is further agreed that in event any of the land hereinbefore described is sought to be taken by virtue of the law of eminent domain or under the provisions of Chapter 46 of Volume 37 Statutes at Large of the United States approved February, 19, 1912, the said parties of the first part, their administrators, executors successors or assigns will promptly notify the party of the second part or its assigns of the institution of proceedings in eminent domain or any attempt to purchase or appropriate the surface of said property under said Chapter 46 Statutes at Large Volume 37, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to the party of the second part and be credited upon the balance due hereunder.

Dated this 12th day of September, 1922.

Witness to mark
1st. Witness Nora Taliaferro
who signed for him her
2nd Witnesses . C. C. McGilvray

her
Lillie Brown x Nea Chisholm
mark
Jackson Brown