

foreclosed accordingly. It is further expressly agreed and understood that the payment of any insurance premium or taxes or assessments upon said property, as provided in paragraph three of this mortgage, 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. And it is also agreed that in the event of any default in payment or breach of any covenant or conditions herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by Receiver or other wise.

Sixth:- It is further agreed and understood that this mortgage secured the payment of the principal note and interest notes herein described, and all renewal principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension, and all money paid by second party for insurance, taxes and assessments upon the property herein described.

Seventh:- Said parties of the first part hereby agree that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of One hundred eighty dollars which this mortgage also secured, and they do hereby expressly waive appraisal of the said real estate.

Eighth:- 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 said party of the second part, its successors and assigns.

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

Ninth:- It is further agreed that in event of the land hereinabove 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, and 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.

Tenth:- It is further understood and agreed that all money paid by second party, its successors and assigns for expenses of procuring continuation of abstract, or supplemental abstract, and all expenses and attorney's fees incurred by second party, its successors and assigns by reason of litigation with third party to protect the lien of this mortgage, shall be recoverable against said first party, and shall bear interest at the rate of ten per cent per annum, and be secured by this mortgage.

The foregoing conditions being performed, this conveyance to be void,