

of the second part, its successors or assigns, may insure said property and pay such taxes and assessments, and the money expended therefor shall be secured by this mortgage and bear interest from the date of payment by the second party at the rate of 10 per cent per annum.

FOURTH: -- the parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FIFTH: -- it is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premiums for said fire insurance when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, at the option of said second party, and this mortgage may be 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 condition 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 otherwise.

SIXTH: -- It is hereby further agreed and understood that this mortgage secures 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 sixty dollars, which this mortgage also secures, 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 any of the land herein above 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