

of the mortgagee become immediately due and payable and this mortgage may be foreclosed accordingly, and no demand for fulfillment of conditions broken or notice of election to consider the debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof or to foreclose this mortgage, and in event suit is commenced to foreclose this mortgage, the mortgagee its successors or assigns shall be entitled to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgagor for the net income only applying the same in payment of any part of the debt secured hereby remaining unpaid, and this mortgage and the notes secured hereby shall be in all respects construed according to the laws of the State of Oklahoma.

Eighth:- In case of foreclosure hereof said mortgagor hereby agrees to pay the sum of One thousand 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 waives the appraisement of said real estate and all benefits of the homestead and stay laws of said State.

Ninth:- It is further agreed that in event any 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, the said mortgagors, their administrators, executors, successors or assigns will promptly notify the mortgagee or its assignee of the institution of proceedings in eminent domain or any attempt of 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 on or which may be found to be due, be paid to the party of the second part of its assignee and be credited upon the balance due hereunder.

Tenth:- As additional and collateral security for the payment of the indebtedness hereinbefore described, said mortgagor hereby assigns to said mortgagee and assigns, all of the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits of the said mortgagee, its successors and assigns, this provision to become effective only upon default in the terms and conditions of this mortgage, or the note hereby secured, or prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

Eleventh :- In construing this mortgage the word "mortgagor" wherever used, shall be held to mean the persons named in the preamble as parties of the first part jointly and severally.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void, otherwise to remain of full force and virtue.

Upon satisfaction of this mortgage, the mortgagor agrees to accept from the mortgagee a duly executed release of same, have it recorded and pay the cost of recording.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Anita F. James
Frank E. James.