

may commence action to foreclose same any time during said mining or drilling process.

Fourth. It is further expressly agreed by and between the parties hereto that if any default shall be made in the payment of any part of either 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 land, or the breach of any covenant or condition herein, and interest of said principal sum named herein, and payables and thereon, shall become immediately due and payable, and the mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the estate and profits of said premises are, and are to be, assigned to the party of the second part, or their assigns, as additional collateral security and said parties of the second part, or their assigns, shall be entitled to foreclose of or their assigns, shall be entitled to foreclose of said premises, by receiver or otherwise.

Fifth. It is hereby further agreed and understood that this mortgage secures the payment of the principal and interest notes herein described, and all interest principal and interest notes that may hereafter be given, in the event of any suspension of time for the payment of said principal debt, to extend said period of the interest upon the same during the time of extension.

Sixth. Said parties of the first part hereby agree, in the event where it is sought to foreclose this mortgage, they will pay a reasonable attorney's fee of one hundred dollars, and the mortgage also secures

Eighth. Said parties of the first part, for said consideration do hereby expressly waive all provisions of said real estate, and all benefits of the homestead exemption and any laws of the State of Oklahoma.

Ninth. The foregoing conditions being performed, the same are to be void, otherwise of full force and virtue. In testimony whereof, the said parties of the first part hereunto subscribe their names and affix their seals on the day and year first above written.