

amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and the lien thereof enforced in the same manner as the principal debt hereby secured.

Eighth. Parties of the first part hereby consent that any action to foreclose this mortgage may be brought in the county in which the land is situated and do hereby waive any objection to such venue of such action.

Ninth. The holder of this mortgage and the notes which it secured, in any action to foreclose the same, shall be entitled without regard to the value of the mortgaged property, or the adequacy of any security for the mortgage debt, to the appointment of a receiver to take care of and account for the rents and profits of said premises; and the rents and profits are hereby, in the event of default under the terms hereof, assigned to the holder of this mortgage.

Tenth. And if at any time, any law, either Federal or State, shall be passed imposing or authorizing the imposition of any specific tax upon mortgages, or upon notes of bonds secured by mortgages or deeds, or upon the principal or interest money secured thereby, or by virtue of which the owner for the time being of the land above described shall be authorized to pay any such tax upon said bond or mortgage, or either of them, or the principal or interest thereby secured, and deduct the amount of such tax paid from any money, principal or interest, secured by said bond or mortgage or deed, or either of them, or by virtue of which any tax or assessment upon the mortgaged premises shall be chargeable against the owner of said bond, mortgage or deed, or either of them, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the parties of the first part as herein provided to pay any tax or taxes or other charges is illegal and inoperative, then, and in any such case, the parties of the first part hereby agree that they will pay all such taxes, levies or imposts above mentioned, which they may be authorized, under any such law or decision to deduct from the amounts to be paid on account of the notes hereby secured, and the failure of the parties of the first part to make such payment shall constitute a default under the terms of this deed of trust, and the holder of said notes shall have the same rights and remedies on failure of said parties of the first part to carry out said obligation as herein provided in case of the failure to pay the principal notes hereby secured at maturity.

Eleventh. That upon default by first parties in the payment of any of said taxes, assessments, encumbrances, insurance premiums or other sums which may be necessary to be paid for the protection of the title and possession of said property, or the operation thereof, or for services of agents or attorneys, then said party of the second part or its assigns may make such payments and the amounts so expended or advanced shall become debts due in addition to the indebtedness represented by said notes and secured in like manner by this mortgage, but having priority over said notes, and shall bear interest from the time of payment thereof at the rate of 8% per annum, and shall be repaid to said parties advancing the same upon demand. As between the parties hereto, their successors, or assigns, the legality and validity of all taxes, assessments and liens ^{shown} ~~shown~~ by the usual public books and records shall thereby be conclusively established, and proper and regular receipts of such other payments or advances shall be prima facie evidence of the validity of such claims and of the time and amounts of such payments.

Twelfth. The said parties of the first part hereby expressly waive notice of election to declare the whole debt due as above states, and also waive the benefit of the stay, valuation and appraisal laws of the state of Oklahoma.