

per annum, and all such sums so paid by party of the second part its successors or assigns shall be a lien against the property herein described and secured by this mortgage, to the same extent as the principal sum secured hereby, and in case suit is commenced to foreclose this mortgage, the said parties of the first part do hereby agree to pay the legal holder of the note hereby secured ten (10) per cent of the principal sum of said note as an attorney's fee, said sum to be due and payable at once upon the filing of petition in foreclosure, and to be taxed as costs in said foreclosure.

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and to pay the premiums for the amount of insurance hereinafter described and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments, and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder of holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said parties of the first part hereby agree to keep all buildings, fences, and other improvements upon said premises, in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of the insurance value thereof; loss, if any, payable to the mortgagee or assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part or the legal holder of holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy or insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance, or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part or the legal holder or holders of said note may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby agree that the owner of the notes secured hereby shall, at his option, on demand, therefor, have the right to collect and receive any and all rents, royalties or payments in consideration of delay in drilling or development, that may be or become due to the owners of said premises above described, under and by virtue of the terms of any oil, gas or other mineral lease heretofore executed covering the premises above described, or any part thereof, and failure or refusal of the owners of said premises or of the lessee or lessees under any such oil, gas or other mineral lease, to pay to the holder of said note on demand, any such sum or sums, shall constitute a default under the provisions of this mortgage and entitle the holder hereof to an immediate foreclosure. The provisions of this paragraph shall like wise extend and apply to any oil, gas or other mineral leases affecting said premises, or any part thereof executed