

rate of 8% per annum.

Sixth: And it is further agreed that the whole of said principal sum shall become due at the option of the party of the second part after default in the payment of any tax assessment for thirty days after the same has become delinquent under the law imposing the same, or after default in the payment of any other sum or performance of any other condition herein undertaken, by said first parties or in the repayment by them to said second party of any sums advanced by said second party under the terms hereof.

Seventh: It is further agreed that in the event of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose the same as herein provided, the said first parties will pay to the plaintiff in such proceedings a sum equivalent to 10% of the whole sum then due as attorney's fees, in addition to all other statutory fees and costs said fee to become due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon said premises, and the 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 on 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 or such action.

Ninth. The holder of this mortgage and the notes which it secured, in any action to foreclose 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: That in the event of the passage after the date of this mortgage of any law of the State of Oklahoma deducting from the value of land for the purposes of taxation any lien thereon or changing in any way the laws now in force for the taxation of mortgages, deeds of trust or the debts or obligations secured thereby for state or local purposes, or the manner of the collection of any such taxes, so as to affect the interest of the mortgagee, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of the mortgagee, without notice to any party, become immediately due and payable.

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 the services of agents or attorney's, then said second party of the second part or its assigns may make such payments and the amount 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 eight per cent (8%) per annum, and shall be repaid to said parties advancing the same upon demand. As between the parties hereto, their heirs, executors, administrators, successors or assigns, the legality and validity of all taxes, assessments and liens shown by the usual public books and records shall thereby be conclusively established, and proper and regular receipt for 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 stated and also expressly waive the