

WARRANTY OF TITLE
 I hereby certify that I received \$21.00 and a
 Receipt No. 1244 in payment of mortgage
 tax on the within mortgage.

Dated this 1 day of Feb. 1923

WAYNE L. DICKEY, County Treasurer

to the same.

Deputy

This Mortgage is given to secure the sum of Two Thousand and No/100 Dollars, with interest thereon at the rate of Seven per cent per annum, from Feb. 1, 1923 payable semi-annually, according to the terms and at the time and in the manner provided by one certain promissory note of even date herewith, with coupons for such interest thereto attached, and payable to the order of the mortgagee herein, on date therein specified, (or in partial payments prior to maturity in accordance with the stipulations therein) signed by first parties.

IT IS EXPRESSLY AGREED AND UNDERSTOOD by and between the said parties hereto, that this Mortgage is a first lien upon said premises; that the parties of the first part will pay said principal and interest at the time when the same fall due and at the place and in the manner provided in said note and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire, lightning and tornado for not less than Thirty-one Hundred Fifty & No/100 Dollars, in form and companies satisfactory to said second party, and that all policies shall be delivered to said second party. If the title to said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD that said second party may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of such party or assigns, including insurance upon buildings, and recover the same from the first party, with 10 per cent. interest, and that every such payment is secured hereby, and as often as this mortgage or the notes secured hereby are placed in the hands of an attorney for foreclosure or collection, the holder hereof may recover from the first party an attorney fee of two hundred and No/100 dollars. Any expense of litigation or otherwise, including attorney's fees and an abstract of title to said premises, incurred by reason of this mortgage, or to protect its lien, shall be repaid by the mortgagors to the mortgagee or assigns, with interest thereon at 10 per cent per annum, and this mortgage shall stand as security therefor.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing to them under all oil, gas or mineral leases on said premises. This assignment is operative only in case of breach of the covenants and warranties herein, and is to terminate and become null and void upon release of this mortgage.

AND IT IS FURTHER AGREED that upon a breach of the warranty, herein or upon a failure to pay when due any sum, interest or principal secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter as hereinbefore provided, and the said party of the second part or assigns shall be entitled to a foreclosure of this mortgage, and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to a Receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure; and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived, and all the covenants and agreements herein contained shall run with the land herein conveyed.