

4-12 by foreclosure hereof; and such payment shall not be a waiver of the breach of the foregoing condition.

FIFTH. The first party agrees to procure and keep in force, insurance against loss by fire, lightning and windsotrm, in the sum of twenty five Hundred Dollars, on the buildings now or hereafter erected on the property, to be written in some responsible old line company approved by the holder hereof, and each policy to have second party's form of subrogation clause attached. All policies taken out or issued on the property, even though the aggregate exceeds the above amount, shall be assigned to the holder hereof as additional security, and in case of loss under any policy the holder may collect all moneys payable and receivable thereon, and apply same to payment of the indebtedness hereby secured, or may elect to have the buildings repaired or replaced. In case of failure, neglect or refusal to procure and maintain such insurance, or to deliver the policies to the holder hereof, the holder may, at its option, without notice, declare the whole debt hereby secured due, and foreclose, and may, whether such declaration be made or not, insure or reinsure and pay premiums, and amounts so paid shall be immediately repaid with interest at 10 per cent per annum from date of such payment and be secured hereby.

SIXTH. That in case the first party shall fail to pay off any liens, charges, or incumbrances upon said real property, by virtue of which any party may claim priority over the lien of this mortgage, then the second party may pay, discharge, and remove such liens, charges, or encumbrances, whether same may prove to be in fact prior to the lien of this mortgage or not; and first party shall immediately repay to second party all sums expended therefor, and all costs and expenses in connection therewith, including any expenses incurred in litigation, or otherwise, in order to protect the lien of this mortgage, together with attorney's fees, abstract of title to said premises, and expenses of investigation in connection therewith, with interest thereon at ten per cent per annum from date of payment; and all sums so paid shall be an additional lien and charge upon said property, secured by this mortgage.

SEVENTH. It is further agreed that in no event shall the rate of interest upon the indebtedness secured hereby exceed ten per cent per annum; and if any charge be made, or moneys collected, directly or indirectly, which would have the effect of increasing the rate of interest so that it would exceed the rate of ten per cent, if all charged as interest, all excess paid over ten per cent per annum shall be credited on the principal sum due hereunder.

EIGHTH. As additional and collateral security for the payment of the note hereinbefore described, and all sums to become due under this mortgage, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all the rents, profits, revenues, bonus, royalties, rights, and benefits accruing to said party of the first part under all oil and gas leases on said premises, at the date of execution of this mortgage, or that may be given or placed thereon, or on any part of said land, during the time this mortgage, or any renewal thereof shall remain in force and effect, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof, and said party of the second part is further authorized to execute and deliver to theholders of any such oil and gas leases upon said premises a binding receipt for any payments made under the terms of said lease or leases, and to demand, sue for, and recover any such payments when due and delinquent. This assignment to terminate and become null and void upon release of this mortgage.

Ninth. It is further agreed that if said note and interest thereon be paid when due, and all the agreements made herein be faithfully kept and performed, then this mortgage shall be released at the cost of the mortgagors, But if default be made in the pay-