

mortgage shall be subrogated to all of the rights, benefits and privileges of the original holder of such liens, claims adverse titles and incumbrances, and in addition to such right of subrogation and as additional security for sums so paid and advanced and all interest accruing thereon the mortgagee shall be secured by this mortgage in the same manner as the principal sum secured hereby.

PREPAYMENT PRIVILEGES: Privilege is reserved to pay \$100.00 or any multiple thereof or the whole amount of this loan, at the maturity of any coupon, after two years by giving sixty days notice in writing.

WASTE: The said party of the first part agrees to keep all buildings and fences and other improvements on said premises in as good repair and condition as the same are at this date and shall permit no waste.

VENUE: It is expressly agreed by and between the parties hereto that upon default herein, suit to foreclose this mortgage may be brought in any County where any of the said real estate is situated, regardless of the residence of the mortgagors or any of them, and all objections to venue of such suit are hereby expressly waived.

ATTORNEY'S FEES: And the said party of the first part further expressly agrees that in case of foreclosure of this mortgage and as often as any proceedings shall be taken to foreclose the same, or if the owner of this mortgage shall appear in any of the departments of the Government or in any court, to protect the title or possession of said real estate, or the interest of the said mortgagee or assigns therein, that the party of the first part will pay the mortgagee \$80.00 as an Attorney's fee in addition to all other legal costs and statutory fees, including the cost of securing a supplemental abstract covering the land herein described, said fee and costs to be due and payable upon the filing of any pleadings in any case pertaining to said real estate affecting the interest of said mortgagee or assigns, and said fee shall be a further charge and lien against said real estate and included in any judgment rendered against same.

PROVIDED NEVERTHELESS: And these presents are executed and delivered upon the following covenants and conditions, to-wit: That whereas the said party of the first part is indebted unto the said second party to the amount of Eight Hundred Dollars for borrowed money with interest thereon from the Fifth day of Mar. 1923 at the rate of 6 percent per annum, payable annually on the first day of March in each year according to the tenor of one certain promissory note of the said party of the first part, with coupons attached and of even date herewith, but with 10% interest per annum after maturity payable annually; and if any charge shall be made, or moneys collected, which shall have the effect of increasing the rate of interest so that it shall exceed the rate of ten per cent per annum, such charge is made without the authority, knowledge or consent of the second party; and if the party of the first part shall pay ^{any} interest thereon above the rate of ten per cent per annum, then such excess shall be credited upon the sums due hereunder.

Assignment: As additional collateral for the payment of the note and indebtedness hereinbefore described, the said party of the first part does hereby assign to the said party of the second part, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing to the said party of the first part under all oil, gas, mineral and other leases on said premises.

NOW THEREFORE, if the said party of the first part shall pay said money and the interest thereon when due, and do and perform every other covenant and agreement herein, then this instrument shall be NULL and VOID, otherwise remain in full force and effect, but if the said party of the first part shall fail to pay any of said money, either interest or principal, whenever the same becomes due, or commit waste upon said premises, or suffer the