

# COMPARED

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 \$160.00 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 covenants and following conditions to-wit: That whereas the said party of the first part is indebted unto the said second party to the amount of sixteen hundred and no/100 dollars, for borrowed money with interest thereon from the 27th day of Feb'y, 1923, at the rate of 6 per cent per annum, payable annually on the first day of February 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 change 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 same, or fail to pay the taxes thereon when due, or fail to procure, maintain and deliver the insurance herein provided, or fail to repay any money expended by the legal holder of this mortgage, as herein provided, in protecting the title or possession to said real estate, or the interest of the mortgagee or assigns therein, or fail to pay any sum paid by the mortgagee or assigns in discharging any incumbrance or adverse title against said real estate, then the whole sum of money hereby secured, shall, at the option of the holder of the notes hereby secured, without notice, be declared due and payable at once and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with all other sums expended as herein provided, and the statutory damages in case of protest and the said mortgagee or legal holder thereof shall at once, upon the filing of the bill for the foreclosure of this mortgage, be forthwith entitled to have a receiver appointed without statutory proof, to take possession of said premises and receive and collect all rents and profits thereof.

Waiver. For value received the said party of the first part hereby waives all benefits of stay, valuation or appraisement laws of Oklahoma, and does hereby agree