due and payaboe and foreclsng this mortgage, whether such payments be made prior or subsequent to the exercise of option to declare the debt due and foreclose this mortgage, as herein provided,

Seventh:- It is further expressly agreed that if a ny default be made inthe payment at the time and place and in the manner provided of allor any part of said debt or the interest thereon or of any other sum hereby secured, or if waste shall be suffered or committed on said premises or if any mechanics' or other liens which might be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharge of said premises there from procuresl or in case there shall, exist upon said premises any claim, lien, encumbrance, easement of restriction prior to this mortgage, or if default be made in the paymentof any installment of taxes or assessments upon said premises or upon the debt hereby secured, or the premiums for said insurance policies when the same become due, or in event said insurance is not at all times maintained as hereinbefore provided; or upon default in full performance of each and every stipulation *covenant* herein contained, the whole principal sum secured by this mrtgage, and interest thereon and all other amounts hereby secured shll at the option of the mortgage become immediately due and payable and this mrtgage may be foreclosed accordingly, and no demand for fulfillment of conditions hrokeh nor notice of election to consider the debt due shall be necessary previoud to commencement of suit to collect the debt hereby secured or any part thereof or to foreclose this mortgage; and inevent suit is commenced to foreclse this mortgage, the mortgagee, its successors or assigns shall be entitled to have a receiver appointed to take charge of said realestate during such litigation and period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applyinf the same in payment of any part of the debt secured hereby remaining upaid, and this mortgage and notes secured shall be in all respects construed acording to the laws of the State of Oklahoma.

And it is further mutually coveanted and agreed 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 purpose of taxation any lien thereof, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of said party of the second party, without notice to any party, become immediately due and payable.

Eighth: In case of foreclosure hereof said mortgagor hereby agrees to pay a sum euqal to 10% of the amount due as attorney's fees in such foreclosure suit, to be secured by this mortgage which shall be due and payable when suit is filed and for the consideration above hereby expressly waives the apprsisement of said real estate and all benefits of the homestead and stay laws of said state.

Ninth:- It is further agreed that in event of any of the land herein above described is south fo be taken by virtue of the law of eminent domain or under the provosion of Chapter 46 of Volume 37, Statutes at Large, of the United States approved February 19, 1912, the said mortgagor, his administrators, executors, successors or a assigns, will promptly notify the mortgagee or its assigns of the institution of proceedings in eminent domain or any attempt to purchase or appropriate the surface of said property under said Chapter 46, Statutes at Large, Volume 37, and agrees and directs that all condemnation or purchase money whichmay be agreed upon or which may be found to be