

bearing interest after maturity at the rate of eight per cent (8%) per annum.

And for the further security of the debts evidenced by said promissory notes and the interest thereon, the said mortgagor hereby transfers and sets over into the second parties, their successors and assigns, all of the oil runs from said properties, and all of the proceeds to be derived therefrom, and does hereby agree to execute concurrently with the execution of this mortgage, proper Transfer Orders on the company or companies running the oil from said premises, transferring the same unto the parties of the second part herein given unto the second parties for the payment of said indebtedness, shall be held by the second parties in the proportion of their respective interests, as shown by said notes of any renewal or renewals thereof.

The said mortgagor hereby covenants and agrees with the said mortgagors, as follows:

First: To pay the principal amount of said notes, and the interest thereon, according to the conditions hereinbefore set forth.

Second: To keep all equipment and improvements on said leasehold estates in as good repair and condition as the same are in at this date, and permit no waste.

Third: To keep the equipment now or hereafter erected on said leases constantly insured in some company satisfactory to said second party or assigns, the holder of said indebtedness, for the full amount of the insurable value thereof, and the policies assigned and pledged and delivered to said second party, and assigns as aforesaid, with full power to demand, receive and collect all moneys becoming payable thereupon, and apply the same toward the payment of said indebtedness, and this mortgage shall be a lien upon all insurance held by said first party or assigns upon said premises, whether the policies therefor are assigned or not, until said indebtedness is paid.

Fourth. To pay all taxes which are due or which hereafter may become liens on said property when by law the same are made payable.

Fifth: In case said first party shall fail or neglect to provide such insurance or pay said taxes, the said parties of the second part and assigns, as aforesaid, may do so and this mortgage shall stand security for any amounts so expended by said second parties, with interest at the rate of eight per cent per annum.

Now, if the covenants aforesaid shall be well and truly kept by the said first party, then the property hereinabove conveyed shall be released at the cost of the said first party, but if said first party or assigns shall fail ^{to pay} either principal or interest, when the same becomes due, (or any notes given as evidence of interest on any extensions of the time of payment of the debt herein secured when the same shall be due) or shall permit or suffer waste to be done upon said premises or fail to comply with any of the foregoing covenants, or agreements the whole sum of money herein secured, with accrued interest, shall become due and payable at the option of the said second parties and assigns as aforesaid, without notice, and this mortgage may be foreclosed at once for the whole of said money, accrued interest and costs, including a reasonable attorney's fee, to become due upon institution of any suit for foreclosure, and to be secured by this mortgage and included in any degree of foreclosure rendered thereon.

Said second parties of any legal holder of said indebtedness shall at once be entitled to the immediate possession of the above described premises, and may at once take possession and receive and collect the rents, issues and profits thereof, and the oil and gas run therefrom, or said second parties or assigns shall be entitled as a matter of right to the appointment to a receiver, to take possession of said premises and apply the net rents and profits thereof to said indebtedness interest and costs.

It is further understood and agreed between the parties hereto that this mortgage shall be, and the same is executed in quadruplicate, in order that the same may be filed