

kind or nature be permitted thereon.

However the foregoing provision shall not apply to any oil or gas lease now on said premises that now appears of record either at the office of the U.S. Indian Agency at Muskogee, or in the County where the said premises are located or in the proper recording District of the Indian Territory before Statehood became effective for Oklahoma, but all incomes, profits, royalties or other monies or thing of value due or to become due from said oil and gas lease, ^{whether} as well as any other right title or interest of mortgagor therein are hereby assigned to the mortgagee herein his assigns successors or legal representatives as a further and additional security for the full performance of the obligations named in this mortgage.

It is further agreed that in case the party of the second part his legal representatives successors or assigns shall hereafter appear in any of the Land Departments of the General Government or before the Commissioner to the Five Civilized Tribes at Muskogee, Okla., or before any United States Indian agency, or in any court or tribunal whatever, in order to preserve or protect the title to or possession of said premises or to remove any cloud or clouds from the title, then that all such costs and expenses occasioned thereby shall bear interest at eight per cent from the date of expenditure and this mortgage shall stand as security for the same.

And in case of the foreclosure of this mortgage and as often as any proceedings shall be had or taken to foreclose the same, the holder hereof may recover from the first party or attorney fee of fifty dollars, which sum, shall be due upon the filing of petition in foreclosure and this mortgage shall stand as security for such attorney fee.

It is further agreed and understood that upon a breach of the warranty herein, or