

upon a failure or refusal to pay the principal indebtedness hereby secured when due or any part thereof or any interest ^{thereon} when due or any tax or assessment herein mentioned, or to permit mining or stripping for coal or other substance on said premises contrary to the provisions of this mortgage or a failure to deliver the said incomes, rents, royalties or other monies or thing of value arising from any oil and gas lease as above provided or to comply with any of the covenants, agreements or provisions of this mortgage, then in either event, that the whole sum hereby secured shall at once, and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of eight per cent per annum, and the said party of the second part his heirs successors legal representatives or assigns shall be entitled to a foreclosure of this mortgage and to have the said premises sold and the proceeds thereof applied to the payment of the indebtedness hereby secured, and that immediately upon the filing of the petition in foreclosure, the holder hereof shall be entitled to the possession of said premises and to each and every part thereof and to collect and apply the rents therefrom less the reasonable expenditures to the payment of the indebtedness secured under this mortgage, and for this purpose the holder hereof shall be entitled to a receiver to the appointment of which the mortgagor hereby consents, which appointment may be made either before or after the decree of foreclosure and the holder hereof shall in no case be held to account for any damages nor for any rental or other monies other than those actually received.