

150 construed as a waiver of the priority of the lien created by this mortgage over any such lease made subsequent to the date of this mortgage.

NINTH-- If while this mortgage is in force title to the property hereby conveyed, or any part thereof, shall be endangered, or shall be attached directly or indirectly, the party of the first part hereby authorizes the owner or holder of said debt, at the expense of party of the first part, to take all necessary steps for the defense of said title, including employment of counsel, the prosecution or defense of litigation, and the compromise or discharge of claims made against said title, and all moneys advances or paid by said Bank or its assigns under this clause shall also be secured by this mortgage.

TENTH--The party of the first part hereby specifically agrees that the failure of the owner or holder of the note described to promptly exercise any option herein given to mature said indebtedness, shall not operate as a waiver of such right, but said party may exercise any of the options herein granted to mature said indebtedness at any time said first part may be in default of any of the covenants herein contained.

ELEVENTH-- And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein the rents and profits of said premises are pledged to the party of the second part, or its successors and assigns, as additional collateral security, and said party of the second part, its successors and assigns, shall be entitled to possession of said premises, by receiver or otherwise. That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and to collect the rents and profits thereof, under the direction of the court, and any amount so collected by such receiver shall be applied, under the direction of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

TWELFTH--Now if the said party of the first part shall make when due all payments provided for in said note, and perform all the conditions herein set out, then this mortgage shall be void. If any of the payments in the above described note be not paid when due, or if party of the first part shall permit any taxes or assessments on said land to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall willfully or by neglect permit any unreasonable depreciation in the value of said premises or the buildings and improvements thereon, or shall sell, convey, remove or permit to be removed from said premises any of the said buildings or improvements, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole note hereby secured shall, at the option of the party of the second part, become immediately due and payable, and this mortgage subject to foreclosure; and in the event of foreclosure, party of the second part may recover as a part of the costs of such foreclosure as agreed, liquidated and reasonable attorney's fee, ten per cent of the principal and interest then remaining unpaid.

THIRTEENTH-- It is agreed that if default be made in the payment of any of the installments of the note secured by this mortgage, THE TEXAS-OKLAHOMA JOINT STOCK LAND BANK OF SAN ANTONIO, or its assigns, shall have and is hereby given the right to a foreclosure of this mortgage, in satisfaction of such defaulted payment, without declaring the whole debt due, such foreclosure to be made upon the same terms and conditions as is hereinbefore provided for in the event said Bank exercises its option and declares the whole note due, save and except that where the foreclosure is made because of the default of one or more of the semi-annual payments such foreclosure shall be made subject to the unmatured part of the note secured by this mortgage and it is agreed that such foreclosure shall not, in any manner, affect the un-