

THIRD-Party of the first part agrees to pay, when due, all taxes, charges and assessments legally levied against the property herein conveyed. COMPARED

FOURTH-In the event that party of the first part shall fail to pay any taxes or assessments against said premises when due, or to maintain insurance as hereinabove provided for, party of the second part may make such payments or provide such insurance, and the amount paid therefor shall become subject to the lien of this mortgage, and bear interest from date of payment at the highest rate authorized by this State, not exceeding eight per cent per annum.

FIFTH-Party of the first part agrees to commit or permit no waste upon said premises, and to maintain the buildings, fences and other improvements now on said premises, or hereafter placed thereon, in a good state of repair, and to permit no act by which the value of said premises will be impaired.

SIXTH-Party of the first part in the application for loan has made certain representations to party of the second part as to the purpose or purposes for which the money loaned on this mortgage was borrowed. Such representations are hereby specifically referred to and made part of this mortgage.

SEVENTH-This mortgage is made to party of the second part as a Joint Stock Land Bank doing business under "The Federal Farm Loan Act", and is hereby agreed to be in all respects subject to and governed by the terms and provisions of said act.

EIGHTH-And to further secure the payment of said note, the party of the first part, hereby assigns to the party of the second part, in whole or, at the option of the second party, in such amounts or such proportionate part or parts as the second party may from time to time designate, all the bonus, rents, royalties, payments and delay moneys that may from time to time become due and payable on account of any and all oil and gas mining leases or mineral leases of any kind now existing or that may hereafter come into existence covering the above described lands, and all moneys received by the second party by reason of this assignment shall be applied: First, to the payment of matured installments; and second, the balance, if any, to the principal remaining unpaid; provided, that nothing herein shall be 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 attacked 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 advanced 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 party 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