

be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharged of said premises therefrom procured; or in case there shall exist upon upon said premises or any part thereof, any claim or encumbrance of any character prior to this mortgage or which affects adversely the priority or lien of this mortgage, or if the lien and priority of this mortgage on every part of said premises shall not be established and at all times maintained; or in case of breach of any covenant or condition whatsoever herein contained, the whole of said principal sum named herein and interest thereon, together with all other sums hereby secured, shall become immediately due and payable, at the option of the said second party and this mortgage may be foreclosed accordingly.

SEVENTH: It is further expressly agreed and understood that the payment of any insurance premium or taxes or assessments upon said property, as provided in paragraph three of this mortgage, shall not be construed or held to be a waiver of default as herein provided, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether said insurance premium or taxes or assessments be paid prior or subsequent to exercise of option to declare the debt due and foreclose this mortgage as herein provided. 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 assigns as additional collateral security and said party of the second part, or its assigns, shall be entitled to immediate possession of said premises and may at once take possession and receive and collect the rents, issues and profits thereof.

EIGHTH: It is further agreed that in the event action is brought to foreclose this mortgage, or in event the same shall be placed in the hands of an attorney to be proved, established or allowed in any court, the mortgagor will pay a reasonable attorney's fee of Two Hundred Dollars, which shall become due and payable immediately upon the filing of the petition for foreclosure, or upon this mortgage being placed in the hands of an attorney for the purpose of establishing the same in any court whatsoever, and the said fee shall be a further lien upon said premises and secured by this mortgage; and it is further agreed that upon the institution of proceedings to foreclose this mortgage, the mortgagee, its successors or assigns, shall be entitled, without making the proof required by statute, to have a receiver appointed to take charge of said real estate during such litigation, and period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid, and the mortgagor does hereby expressly waive the appraisal of said real estate and all benefits of the homestead and stay laws of the State of Oklahoma.

NINTH: It is further agreed that in event of the land herein above described is sought to be taken by virtue of the law of eminent domain or under the provisions of Chapter 46 of Volume 37 Statutes at Large of the United States approved February 19, 1912, the said parties of the first part, their administrators, executors, successors or assigns will promptly notify the party of the second part, or its assigns of the institution of proceedings in eminent domain or any attempt to purchase or appropriate the surface of said property under said Chapter 46 Statutes at Large, Volume 37, and agree and direct that all condemnation or purchase money which may be agreed upon, or which may be found to be due, be paid to the party of the second part and be credited upon the balance due hereunder.

TENTH: As additional and collateral security for the payment of the note and the indebtedness hereinbefore described said mortgagor hereby assigns to said mortgagee, its