

by 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 alloil 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 subseqnet 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 attac~~ked~~ked 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 sepcifically 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} ~~ma~~ pledged to the party of the second part, or its successors and assigns, as additional collateral security, and ~~al~~ 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 judgement 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 delinquant, or fail to keep the buildings and improvements insured as herein provied, 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 ff the second part, become immediately due and payable, and this mortgage sh 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 nste secured by this mortgage, THE TEXAS OKLAHOMA JOINT STOCK LAND BANK OF SAN