

468

first insurance when the same become due or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. 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 assigns, shall be entitled to possession of said premises, by Receiver or otherwise. It is further agreed that second party may pay any taxes, assessments or insurance agreed herein to be paid by the first parties at any time after they are due and recover same from first parties with ten per cent. interest thereon, and that every such payment is secured hereby.

FIFTH:- It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, including attorney's fee, and all renewal principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

SIXTH:--Said parties of the first part hereby agree, in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of One Hundred Fifty Dollars, which this mortgage also secures, or in the event any action is brought affecting the title to the real estate, herein described, all expense, including attorney fees incurred by the second party to protect its lien, shall be repaid by the mortgagors with interest at ten per cent. per annum, and this mortgage shall stand as security therefor.

SEVENTH:-- As additional and collateral security for the payment of the note and indebtedness hereinbefore described the said party of the first part hereby assigns to the said party of the second part, its successors or assigns, all the profits, revenue, rights, royalties and benefits accruing to them under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon a release of this mortgage. Should operation under any oil, gas or mineral lease seriously depreciate the value of the aforesaid premises for general farming purposes, all notes secured by this mortgage and all indebtedness thereunder shall immediately become due and collectible.

Party of the first part shall have the privilege of making partial payments on the principal sum herein named in the amount of \$100 or multiples, at any interest paying time after one year from date hereof.

And the said parties of the first part, for said consideration, do hereby expressly waive all benefit of the homestead exemption and stay laws of the State of Oklahoma, and appraisalment of said real estate is hereby waived or not at the option of the party of the second part.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe their names on the day and year first above mentioned.

Wm. P. Johnston, Jr.

Viola C. Johnston

STATE OF MISSOURI )  
 ) ss.  
County of Jackson )

Before me, Fred T. Glenn, a Notary Public in and for said County and State, on this 15th day of August, 1923, personally appeared Wm. P. Johnston Jr. and Viola C.