

debt due shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof or to foreclose this mortgage; and in event suit is commenced to foreclose this mortgage, the mortgagee, its successors or assigns shall be entitled 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 this mortgage and notes secured hereby shall be in all respects construed according to the laws of the State of Oklahoma.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of Oklahoma, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of said party of the second part, without notice to any party, become immediately due and payable.

EIGHTH;-- In case of foreclosure hereof said mortgagor hereby agrees to pay a sum equal to 10% of the amount due as attorneys' fees in such foreclosure suit, to be secured by this mortgage which shall be due and payable when suit is filed and for the consideration above hereby expressly waives the appraisal of said real estate and all benefits of the homestead and stay laws of said State.

NINTH;-- It is further agreed that in event any of the land herein above described is sought to be taken by virtue of the law of eminent domain or under the provision of Chapter 46 of Volume 37, Statutes at Large of the United State, approved February 19, 1912, the said mortgagor, his administrators, executors, successors or assigns, will promptly notify the mortgagee 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 agrees and directs 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 or its assigns 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 successors, and assigns, all of the profits, revenues, royalties, rights and benefits accruing under oil, gas, or mineral leases now on said property, or which may hereafter be palced thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties rights and benefits to the said mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or, prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

ELEVENTH;-- In construing this mortgage, the word "mortgagor" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

The foregoing covenants and conditions being kept and performed, this