

COMPARED

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of _____ Dollars, for the benefit of the second party, its successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party; and

Upon failure to comply with either of these conditions, covenants and agreements, it is agreed that the owner of this mortgage may pay the said taxes or assessments, or the cost of such insurance, and the amount so paid shall bear interest at the rate of ten per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured;

That as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party, its successors and assigns, all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural or other leases on said real estate and directs any lessee, on demand to pay the said second party, its successors and assigns, all royalties and rentals that may be payable to them under the terms of any such lease of said real estate; provided that so long as no default be made in the payment of the principal debt hereby secured, or the interest due thereon, and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, the first party, their heirs or assigns, shall retain possession of the premises hereby conveyed, and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage;

That the second party, its successors and assigns, shall be subrogated for further security to the lien, though released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this Mortgage;

That in case the second party, its successors or assigns, shall hereafter appear in any of the land departments of the United States Government, or in any Court or Tribunal whatever, to defend the title or possession of the mortgaged real estate or the lien thereon, or appear in any Court to prove the mortgage debt, all the costs and expenses of such appearance, together with a reasonable attorney's fee, shall be allowed the second party, its successors or assigns, and such costs, expenses and attorney's fee, shall bear ten per cent interest from the date of the payment by said second party, its successors or assigns, and shall be an additional lien upon the mortgaged real estate, concurrent with and collected in the same manner as the balance of the mortgage debt hereby secured;

That if suit is brought to foreclose this mortgage, ten per cent of the amount of the principal and interest at that time due shall be added to the mortgage debt and collected as part of the said indebtedness for attorney's fee to the plaintiff's attorney in such action, to be due upon the filing of the petition in foreclosure, which said fee is secured by this mortgage;

That the property herein described being located in the State of Oklahoma, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or of payment, be construed and enforced according to the laws of the State of Oklahoma, with reference to the laws of which state the parties to this agreement are now contracting.

NOW, IF the payments are made as provided and all covenants and agreements fulfilled this mortgage shall be null and void and shall be released at the cost of the first party, their heirs or assigns, which cost first party agrees to pay, but if the first party, their heirs or assigns, shall make default in the payment of any note or notes at maturity, or