

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 premiums 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, issue and profits thereof.

COMPARED

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 Three Hundred Fifty 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 any 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 successors and assigns, all of the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed 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.

Upon satisfaction of this mortgage the mortgagor agrees to accept from the mortgagee a duly executed release of same, have it recorded and pay the cost of recording.

The foregoing covenants and conditions being kept and performed, this conveyance shall