

directly or indirectly, which would have the effect of increasing the rate of interest so that it would exceed the rate of ten per cent, if all charges as interest, all excess paid over ten per cent per annum shall be credited on the principal sum due hereunder,

EIGHTH. As additional and collateral security for the payment of the note hereinbefore described and all sums to become due under this mortgage, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all the rents, profits revenues, bonus, royalties, rights and benefits accruing to said party of the first part under all oil and gas leases on said premises, at the date of execution of this mortgage, or that may be given or placed thereon, or on any part of said land, during the time this mortgage or any renewal thereof shall remain in force and effect, with the right to receive the same and apply them to said indebtedness as well before as after default in the condition hereof, and said party of the second part is further authorized to execute and deliver to the holders of any such oil and gas leases upon said premises a binding receipt for any payments made under the terms of said lease or leases, and to demand, sue for and recover any such payments when due and delinquent, This assignment to terminate and become null and void upon release of this mortgage,

484 NINTH; It is further agreed that if said note and interest thereon be paid when due, and all the agreements made herein be faithfully kept and performed, then this mortgage shall be released at the cost of the mortgagors But if default be made in the payment of said note or any installment of interest thereon when due or in the performance of any of the covenants agreements, terms, or conditions herein contained, or if at any time any law of this State shall be enacted imposing or authorizing the imposition of any tax upon this mortgage or upon the debt secured hereby, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided to pay any tax or taxes herein agreed to be paid by said first party, is illegal or inoperative, the whole sum of money herein secured and all interest thereon to the date of payment thereof, to be computed at ten per cent per annum from the date of the exercise of option herein, may at the option of the holder of the note hereby secured and without notice, be declared due and payable at once, and this mortgage ~~may~~ thereupon be foreclosed immediately for the whole sum of said money, interest and cost together with the statutory damages in case of protest, attorney's fees and abstract's fee for supplemental abstract for use in said foreclosure proceedings, anything in this mortgage or said notes contained to the contrary notwithstanding; Provided this agreement shall not be construed to include any personal tax when imposed against the holder of said notes or mortgage by any State at the residence or domicile of such holder; and said second party, its successors or assigns, or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession and receive and collect the rents, issues and profits thereof; and it is further agreed that the contract embodied in this mortgage and note secured hereby shall in all respects be governed, construed and adjudged according to the laws of the State of Oklahoma at the date of their execution, PROVIDED, That no stipulation contained in this mortgage shall in anywise be deemed to impair the negotiability of such note,

TENTH. That in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, the first party shall pay to the plaintiff therein a reasonable attorney's fee of \$75, together with abstractor's fees for supplemental abstract of title for use in said foreclosure proceedings, such fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises; thereupon 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