

to procure and keep in force insurance as herein provided, the second party or its assigns may pay any such taxes and assessments or sums necessary, or procure and pay for such insurance, (but there is no obligation upon the second party or its assigns so to do); and the first party agrees to repay the same immediately with interest at 10% which sums so expended and interest shall be a lien on the real property above described and secured hereby,

It is further agreed that if and as often as this mortgage or the notes secured hereby are placed in the hands of an attorney for collection, the first party agrees to pay to the holder hereof 10% of the amount then secured hereby, which shall in no event be less than \$50.00 as a reasonable attorney's fee which is hereby agreed to be a reasonable attorney's fee and which shall be secured hereby and shall upon a foreclosure hereof be taxed as costs.

It is further agreed that any expense incurred in litigation or other-wise or in the purchase of any abstract of title or continuation of any abstract of title which the holder hereof may at any time deem necessary, shall be paid by the first party to the holder hereof, which sum shall be a lien on the premises above described and secured hereby,

It is further 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 purposes of taxation any lien thereon or changing in any way the laws now in force for the taxation of mortgages deeds of trust of the debts or obligations secured thereby for state or local purposes, or the manner of the collection of any such taxes so as to affect the interest of the holder the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall at the option of the holder without notice to any party, become immediately due and payable,

It is further agreed that as additional collateral to secure the payment of the indebtedness secured hereby, first party hereby assigns to second party or its assigns all compensation money which may in any manner be received by the first party or the owner of the premises, hereby 484 mortgaged under agreement or by awards under eminent domain or taking said property for public use, and all profits, revenues, royalties, rents and benefits accruing to the said first party or the owners of the property mortgaged from said premises in any manner, including and under any and all oil, gas, mineral or other leases now on or hereafter placed thereon; this agreement to terminate upon the release of this mortgage, And in the event of any default under this mortgage; the owner and holder hereof shall be entitled to immediate possession of the said premises and to the appointment of a receiver without notice, which notice the first party hereby waives,

It is further agreed that upon the breach of any promise, agreement, covenant, condition or warranty herein, including the failure to pay any principal or interest secured hereby when due or any taxes or assessments herein mentioned when due, or to keep the premises unceasingly insured and to deliver policies of insurance as herein provided or to comply with any requirements herein, the whole sum secured hereby shall at once, and without notice, at the option of the holder hereof become immediately due and payable, whether or not the holder shall have paid any such taxes or assessments or have procured any such insurance, and the holder hereof shall thereupon be entitled to foreclose this mortgage and to have the premises sold and the proceeds applied to the payment of the sum secured hereby, and immediately upon the filing of a petition for foreclosure the holder hereof shall be entitled to a receiver to the appointment of which the first party hereby consents, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for rentals or damages other than rent actually received; the first party expressly waives notice or election to declare the whole debt or any part thereof due as hereinbefore stated and expressly waives appraisal of said real estate and all benefits of the stay, valuation and appraisal laws of the State of Oklahoma,

Ester Fell

Jacob Fell