

successors or assigns, all and every such sum and sums of money as it may have so paid for taxes and assessments against said real estate, or upon said mortgage and for insurance and on account of liens, claims, adverse titles, and encumbrances on said premises, and expenses of perfecting and defending title to said lands, with interest thereon at the rate of ten (10) per cent. per annum from the time said sum or sums of money have been so advanced and paid, until the same are repaid, except that first party agrees to pay the penalties and the legal rate of interest specified by law on all sums expended for delinquent taxes, and all of which said sum or sums of money, and the interest to accrue thereon, shall be a charge upon said premises, and shall be secured by this mortgage.

SEVENTH. That if the makers of said note or notes shall fail to pay any of said money, either principal or interest, when due, or in case the said first party shall commit or permit waste upon said premises, or fail to conform to or comply with any one or more of the covenants contained in this mortgage, the whole sum of money herein secured may, at the option of the holder of the note hereby secured, and at its, his, or her option only, and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed for the whole of said money, interest, and costs, together with the statutory damages in case of protest; and the legal holder thereof, shall, upon the filing of a petition 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 rents, issues, and profits thereof; For value received, the party of the first part hereby waives all benefits of the stay, valuation or appraisal laws of the State of Oklahoma; and this mortgage and notes secured hereby shall be construed and adjudged according to the laws of the state of Oklahoma at the date of their execution.

EIGHTH. That in case of a foreclosure of this mortgage, and as often as any proceedings shall be taken to foreclose same, the first party will pay to the said plaintiff a reasonable attorney's fee of \$600 therefor, 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, and pay all legal costs of such action.

NINTH. That as additional and collateral security for the payment of the note hereinbefore described, and all sums to become due under this mortgage, said first party hereby assigns to said party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, bonuses, rights and benefits accruing to said first party under any and all oil and gas leases on said premises, at the date of execution of this mortgage, or that may be given or placed of record hereon, 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 and receipt for the same and apply them to said indebtedness as well before as after default in the conditions of this mortgage, and said party of the second part, its successors and assigns may demand, sue for and recover any such payments when due and payable, but shall not be required so to do. This assignment is to terminate and become null and void upon release of this mortgage.

TENTH. That upon 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 directions of the court, without the proof required by statute; the amount so collected by such receiver to be applied, under the directions of the court, to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void; otherwise to remain of full force and virtue.

ELEVENTH. In construing this mortgage the words "first party" wherever used shall be