

the said mortgagee, or assigns, holding the said proceeds in trust until the buildings are rebuilt; or if mortgagor prefers, said proceeds may be credited on the principal sum as of date of maturity of next interest payment. In case of failure to insure or maintain insurance as agreed and deliver the policies to the mortgagee herein, said mortgagee may procure such insurance and pay the premium thereon, including all premiums unpaid on any policy delivered to mortgagee and collect the cost thereof, together with 10 per cent interest, from mortgagor, and this mortgage shall stand as security therefor.

492 IT IS EXPRESSLY AGREED: That if mortgagor shall fail to pay said sums of money, either principal or interest, within sixty days after the same become due, or fails to perform any of the covenants or agreements herein contained, the whole sum of money secured hereby may, at the option of the holder of said note, and at his option only, and without notice, be declared due and payable; and this mortgage may thereupon be foreclosed for the whole of said money, interest and cost; any legal holder hereof, shall at once, upon the filing of a petition for the foreclosure of this mortgage, be forthwith entitled to have a receiver appointed by the Court to take possession and control of the premises described herein, rent the same and collect the rents therefrom under direction of the court. It being agreed between the parties hereto, that the allegations of the petition as to any default in performance of any agreement contained in this mortgage, to be by mortgagor performed, together with the above agreement relating to possession and appointment of receiver, shall be sufficient authority to the Court to appoint a receiver without other proof than the agreements contained herein. The amount so collected by such receiver to be applied, under the direction of the Court, to the payment of any judgment rendered or amount found due upon foreclosure of this mortgage.

Mortgagor agrees that in case proceedings shall be begun to foreclose this mortgage the mortgagor will pay to the plaintiff in such proceedings ten per cent of the amounts secured by this mortgage, not less, however, than One Hundred Dollars, as an attorney's fee, in addition to all other legal costs, said 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 described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured. Mortgagor hereby expressly waives appraisalment of said real estate, should same be sold under execution, order of sale, or other final process; waives all benefits of the stay or exemption laws of Oklahoma.

As additional and collateral security for the payment of the said note the mortgagor hereby assigns to said mortgagee, its successor or assigns, all the rights and benefits accruing to him under all oil, gas or mineral leases on said premises, which rights are only to be exercised and said benefits accrue to the mortgagee in event of delinquency or default in the compliance with the terms of the note or notes secured by this mortgage, this assignment to terminate and become void upon release of this mortgage. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall immediately become due and collectable.

And said mortgagor does hereby release all rights of dower and relinquish and convey all rights of homestead in said premises. All agreements made by and all obligations assumed by mortgagor herein shall be binding upon the grantees, assigns, heirs and successors of said mortgagor.

Dated this 27th day of May 1924.

Lordus A. Banes

Gertrude R. Banes