

together with all the right, title and interest and estate of said party of the first part in and to the same, as well also as all oil, gas, oil wells, gas wells, machinery, buildings, derricks, tanks, lines, equipment, fixtures, and all and singular the licenses, franchises and easements belonging thereto, or connected therewith, including the rents, tolls, incomes, royalties and proceeds therefrom.

TO HAVE AND TO HOLD the same, to the said party of the second part his successors and assigns, executors, administrators, and all and every person whosoever lawfully claiming or so claim the same.

Now, if the said party of the first part shall well and truly pay, or cause to be paid, any and all sums hereinbefore set out, due and to become due, during the life of this mortgage, this conveyance shall be void and of no force and effect, otherwise to remain in full force, effect and virtue.

The party of the first part covenants and agrees that during the life of this mortgage it will keep said property, and each, and every part thereof, free clear, and discharged from all liens, charges, incumbrances or assessments which may or might become superior and paramount to the lien of this mortgage, and covenants and agrees that the party of the second part, may at his option, pay any liens, charges, incumbrances or assessments, which may or might become a charge or lien against said property, superior and paramount to this mortgage lien, or to any part thereof, and that said sum so paid, if any, shall bear interest from the time of payment by party of the second part at six per cent per annum until paid, and shall likewise be secured by this mortgage.

The party of the first part covenants and agrees that this mortgage is security not only for the principal indebtedness in the amount of \$6,491.35 above set forth, but also for any indebtedness of the party of the first part to the party of the second part, during the time that any of the above original indebtedness, or the interest charges or fees thereon, shall remain unpaid, and is security also for any sums which said party of the second part shall be obligated to pay, or shall become obligated for, in order to protect the security of this mortgage, and for any and all other sums for which said party of the second part shall become liable, whether by agreement or by operation of law, during the life of this mortgage.

The said party of the first part covenants and agrees that he will make, execute and deliver any and all necessary assignments, orders, transfer orders or division orders necessary and requisite to vest in the party of the second part, the full right and title to the proceeds, income and royalties of said leasehold estates, or the oil therefrom, due or to become due during the life of this mortgage.

The party of the first part covenants and agrees that he will pay the said indebtedness hereinbefore described, together with the interest, charges and fees thereon, and covenants and agrees that in the event the indebtedness hereby secured, or any part thereof, is not paid when due, or in the event any of the covenants and agreements herein set out are violated or broken, the party of the second part may, at his option, declare the whole sum due and foreclose this mortgage and the lien thereof, and covenants and agrees that upon the filing of a petition for foreclosure of said mortgage, the court may, without notice, as a matter of right, appoint a receiver to take charge of said properties, and the incomes, royalties, rentals, tolls and proceeds therefrom, and the party of the first part covenants and agrees that in any suit to foreclose said mortgage, and the lien thereof, whether by suit or by other legal forms of foreclosure, there may be charged an attorney's fee not exceed \$100.00, due at the time of filing or institution of foreclosure proceedings, which said attorney's fee shall also be secured by this mortgage.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused his signature to be affixed, the day and year first above written.