

and said party of the second part, or its assigns, shall be entitled to immediate possession of said premises, and may at once take possession and receive and collect the rents, issued and profits thereof.

EIGHTH: It is further agreed that in the event action is brought to foreclose this mortgage, or in event the same shall be placed in the hands of an attorney to be proved, established or allowed in any court, the mortgagor will pay a reasonable attorney's fee of Two Hundred Seventy Dollars, which shall become due and payable immediately upon the filing of the petition for foreclosure, or upon this mortgage being placed in the hands of an attorney for the purpose of establishing the same in any court whatsoever, and the said fee shall be a further lien upon said premises and secured by this mortgage; and it is further agreed that upon the institution of proceedings to foreclose this mortgage, the mortgagee, its successors or assigns, shall be entitled, without making the proof required by statute, to have a receiver appointed to take charge of said real estate during such litigation and period of redemption from sale thereunder, accounting to the mortgagor for the net income only, applying the same in payment of any part of the debt secured hereby remaining unpaid, and the mortgagor does hereby expressly waive the appraisal of said real estate and all benefits of the homestead and stay laws of the State of Oklahoma.

NINTH: It is further agreed that in event any of the land herein above described is sought to be taken by virtue of the law of eminent domain or under the provisions of Chapter 46 of Volume 37 Statutes at Large of the United States approved February 19, 1912, the said parties of the first part, their administrators, executors, successors or assigns will promptly notify the party of the second part or its assigns of the institution of proceedings in eminent domain or any attempt to purchase or appropriate the surface of said property under said Chapter 46 Statutes at Large, Volume 37, and agree and direct that all condemnation or purchase money which maybe agreed upon, or which may be found to be due, be paid to the party of the second part and be credited upon the balance due hereunder.

TENTH: As additional and collateral security for the payment of the note and the indebtedness hereinbefore described said mortgagor hereby assigns to said mortgagee, its successors and assigns, all of the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assigns or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

ELEVENTH: In construing this mortgage the word "mortgagor" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

Upon satisfaction of this mortgage the mortgagor agrees to accept from the mortgagee a duly executed release of same, have it recorded and pay the cost of recording.

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

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

John J. Smith (John J. Smith  
Ellen Smith