

IT IS FURTHER UNDERSTOOD AND AGREED that during the term of this mortgage suitable and proper repairs will be made from time to time so that all buildings, fences and other improvements on said property shall be kept by the mortgagors in as good state of repair as the same are at this time, ordinary wear and tear excepted, and that no waste shall be committed or permitted, and that the premises shall not be used to any illegal purpose.

As additional and collateral security said mortgagors assign to said mortgagee, its successors and assigns, all the rents, profits, revenues, rights and benefits accruing to said party of the first part, under all oil, gas, mineral, agricultural and other leases on said premises or that may be given or placed thereon or any part thereof, with the right to receive the same and apply them to said indebtedness after default in any of the conditions of this mortgage, and the said mortgagee is authorized to execute and deliver to the holder of any such lease upon said premises a binding receipt for any rentals under the terms of said lease or leases and to demand, sue for, and recover such rentals when due or delinquent. Provided however that said mortgagee shall be chargeable with no responsibility with such collection nor be accountable for said rentals except as to sums actually collected. In the event said mortgagors permit any payments due hereon to become delinquent, this mortgage shall also be considered a chattel mortgage and lien upon the crops planted or growing or grown upon said mortgaged premises above described, from and after the filing of said mortgage as a chattel mortgage.

SAID MORTGAGORS FURTHER EXPRESSLY AGREE that in case of foreclosure of this mortgage and as often as any proceeding shall be taken to foreclosure the same as hereinabove provided, attorneys fees of \$50.00 will be paid to said mortgagee. Said fees shall be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises, and the amount thereof shall be recovered in such foreclosure suit and included in any judgment rendered, and the lien thereof enforced in the same manner as the principal debt hereby secured.

That upon the institution of proceedings to foreclose this mortgage, the proper plaintiff therein shall be entitled to have a receiver appointed by the Court to take possession of and exercise control over the premises described herein, and to collect the rents and profits thereof under the direction of the Court, and any amount so collected by such Receiver shall be paid in to the Clerk of the Court for the satisfaction of any judgment rendered or amount found due upon the foreclosure of this mortgage.

A breach of any of the conditions of this mortgage shall be construed as a forfeiture thereof and immediately upon such breach the mortgagee may at its option institute foreclosure proceedings and sell the real estate above described to enforce the payment of the indebtedness indicated above and whatever interest may be due thereon.

Should said mortgagors pay or cause to be paid mortgagee, its successors or assigns, said sums of money specified in the above described notes, together with any interest that may be due thereon, and should said mortgagors keep and perform, during the existence of this mortgage the covenants and agreements herein contained, then these presents shall be wholly discharged and void, otherwise the same shall remain in full force and effect.

But if default be made in the payment of any of said notes when due or in case of default in the performance of or refusal to observe any of the covenants, agreements or conditions herein contained, the entire principal sum hereby secured and all the interest that may be due thereon, may, at the option of the mortgagee and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed to enforce the payment of such notes, including supplemental abstract costs, charges and other late fees herein

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