

and in the manner provided in said note and will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; that the buildings and other improvements thereon shall be kept in good repair and shall not be destroyed or removed without the consent of said second party, and shall be kept insured for the benefit of said second party, or assigns, against loss by fire, lightning and tornado for not less than Thirteen Hundred Dollars, in form and companies satisfactory to said second party, and that all policies shall be delivered to said second party. If the title to said premises be transferred, said second party is authorized, as agent of the first party, to assign the insurance to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD that said second party may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of such party or assigns, including insurance upon buildings, and recover the same from the first party, with 10 per cent. interest, and that every such payment is secured hereby, and as often as this mortgage or the notes secured hereby are placed in the hands of an attorney for foreclosure or collection, the holder hereof may recover from the first party an attorney fee of Eighty Dollars. Any expense or litigation or otherwise, including attorney's fees and an abstract of title to said premises, incurred by reason of this Mortgage, or to protect its lien, shall be repaid by the mortgagors to the mortgagee or assigns, with interest thereon at 10 per cent. per annum, and this mortgage shall stand as security therefor.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part, its successors and assigns, all the profits revenues, royalties, rights and benefits accruing to them under all oil, gas or mineral leases on said premises. This assignment is operative only in case of breach of the covenants and warranties herein, and is to terminate and become null and void upon release of this mortgage.

And It is further Agreed that upon a breach of the warranty, herein or upon a failure to pay when due any sum, interest or principal secured hereby, or any tax or assessment herein mentioned, or to comply with any requirements herein, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter as hereinbefore provided, and the said party of the second part or assigns shall be entitled to a foreclosure of this Mortgage, and to have the said premises sold and the proceeds applied to the payment of the sums secured hereby; and that immediately upon the filing of the petition in foreclosure the holder hereof shall be entitled to a Receiver, to the appointment of which the mortgagors hereby consent, which appointment may be either before or after the decree of foreclosure; and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived, and all the covenants and agreements herein contained shall run with the land herein conveyed.

This Mortgage and note and coupons secured thereby shall in all respects be governed and construed by the laws of Oklahoma.

Luella Swisher
T. H. Swisher

State of New Mexico)
County of Chaves) ss.

Before me, J. G. Roberts, a Notary Public in and for said County and State, on this 8 day of Sept., A. D. 1924, personally appeared Luella Swisher and T. H. Swisher, her husband, to me known to be the identical persons described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.