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and payable.

It is further agreed that as additional Collateral to secure the payment of the indebtedness secured hereby, first parties hereby assign to second party or its assigns all compensation or purchase money which may in any manner be received by the first parties or the owner of the premises hereby mortgaged under agreement or by awards under eminent domain or taking said property for public use, and all profits, revenues, royalties, rents and benefits accruing to the said first parties or the owners of the property mortgaged from said premises in any manner, including and under any and all oil, gas, mineral or other leases now on or hereafter placed thereon; this agreement to terminate upon the release of this mortgage. And, in the event of any default under this mortgage the owner and holder hereof shall be entitled to immediate possession of the said premises and to the appointment of a receiver without notice which notice the first parties hereby waive.

As further security for the payment of the principal and interest of this mortgage, the said Louis Jacobs hereby assigns to the party of the second part a certain agreement of lease, between the said Louis Jacobs and the White Company, a corporation organized under the laws of the State of Ohio, whereby the premises herein mortgaged are leased to the said White Company for a period of five (5) years, from the first day of January 1925, with privilege of renewal. So long, however, as the parties of the first part are not in default under the terms of this mortgage, the parties of the first part are hereby appointed attorneys of the party of the second part, to collect the rental accruing under said lease.

It is further agreed that upon the breach of any promise, agreement, covenant, condition, or warranty herein, including the failure to pay any principal or interest secured hereby when due or any taxes or assessments herein mentioned when due, or to keep the premises unceasingly insured and to deliver policies of insurance as herein provided, or to comply with the requirements herein, the whole sum secured hereby shall at once, and without notice, at the option of the second or third party, or either of them, become immediately due and payable, whether or not they shall have paid any such taxes or assessments or have procured any such insurance, and the holder hereof shall thereupon be entitled to foreclose this mortgage and to have the premises sold and the proceeds applied to the payment of the sum secured hereby, and immediately upon the filing of a petition for foreclosure, the holder hereof shall be entitled to a receiver to the appointment of which the first party hereby consents, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for rentals or damages other than for rent actually received; the first party expressly waives notice of election to declare the whole debt or any part thereof due as hereinbefore stated and expressly waives appraisalment of said real estate and all benefits of the stay, valuation and appraisalment of said real estate laws of the State of Oklahoma.

Every remedy provided in this indenture shall be cumulative in its effect and no acceptance of the performance of any obligation in which the party of the First Part shall be in default, shall be construed as a waiver of any other default then, theretofore or thereafter existing.

The Trustee shall not in any way be liable hereunder for anything except its own wilful misconduct or gross negligence.

The notes hereinabove mentioned are for money loaned by third party to first parties and interest thereon for the purpose of constructing a building on the above described premises.

All of the covenants and agreements herein undertaken to be performed by, and the rights conferred upon, the respective parties hereto shall be binding and inure to the benefit of not only said parties respectively, but also their respective heirs, devisees, representatives, grantees, successors and assigns.

COMPALED BY
JMS and JMC