

As further security for payment of said indebtedness and performance of Mortgagor's obligations, covenants and agreements herein contained, Mortgagor hereby transfers, sets over and assigns to Mortgagee:

a. All rents, profits, revenues, royalties, bonuses, rights and benefits under any and all oil, gas or mineral leases of the premises or any part thereof, now existing or hereafter made, with the right to receive and receipt therefor and apply the same to said indebtedness either before or after any default hereunder, and Mortgagee may demand, sue for and recover any such payments but shall not be required to do so.

b. All other rents, issues and profits of the premises from time to time accruing, whether under lease or tenancies now existing or hereafter created.

It is understood and agreed, however, that there is reserved to Mortgagor, so long as he is not in default hereunder, the right to receive and retain all such rents, issues and profits assigned to Mortgagee in the above subparagraph "b".

c. All judgments, awards of damages and settlements hereafter made as a result or in lieu of any taking of the premises or any part thereof under the power of eminent domain, or for any damages (whether caused by such taking or otherwise) to the premises or the improvements thereon or any part thereof. Mortgagee may apply all such sums or any part thereof so received on the indebtedness secured hereby in such manner as it elects, or, at its option, the entire amount or any part thereof so received may be released.

TO HAVE AND TO HOLD said premises unto Mortgagee, its successors and assigns forever.

Mortgagor covenants and agrees with Mortgagee as follows:

1. Mortgagor is lawfully seized in fee of the premises hereby conveyed, has good right to sell and convey same, and does hereby warrant and will defend the aforesaid title against the claims and demands of all persons whomsoever.

2. To pay all sums secured hereby when due.

3. To pay, when due, all taxes and assessments of every type or nature levied or assessed against the premises and any claim, lien or encumbrance against the premises which may be or become prior to this mortgage.

4. If required by Mortgagee, to also make monthly deposits with Mortgagee, in a non-interestbearing account, together with and in addition to interest and principal, of a sum equal to one-twelfth of the yearly taxes and assessments which may be levied against the premises and (if so required) one-twelfth of the yearly premiums for insurance thereon. The amount of such taxes, assessments and premiums, when unknown, shall be estimated by Mortgagee. Such deposits shall be used by Mortgagee to pay such taxes, assessments and premiums when due. Any insufficiency of such account to pay such charges when due shall be paid by Mortgagor to Mortgagee on demand. If, by reason of any default by Mortgagor under any provision of this mortgage, Mortgagee