AS ADDITIONAL SECURITY for the performance of each and every obligation hereby secured Mortgagor here-by assigns to Mortgagee (with accountability only for sums actually received by it) all rents, royalties, or other income due or to become due under any or all leases or rental agreements now or hereafter on or affecting said premises or any part thereof, or otherwise due or to become due for the use or occupation thereof or the taking of oil, gas or other hydrocarbon substances therefrom, reserving to Mortgagor however, so long as no detabilit occurs in any such obligation the right to collect and retain such tenis, royalties and other income as they become due and payable; and should the premises, or any part thereof, be condemned under the power of eminent domain, the damages awarded, to the extent of all indebtedness hereby secured, shall be paid to and are by Mortgagor hereby assigned, to Mortgagee, which shall gay or apply the same in the manner and to the extent herein provided for insurance money.

438

MORTGAGOR HEREBY COVENANTS AND AGREES WITH MORTGAGEE THAT

1. Until all indebtedness hereby secured be fully paid, Mortgagor shall before delinquency pay all taxes, assessments, and charges, general or special, levied or charged against said premises or any part thereof, and deliver to Mortgage satisfactory evidence of such payment, and Mortgagor shall constantly keep said buildings and improvements in form, amount and company or ompanies satisfactory to Mortgagee, against loss by fire, windstown and such payment, and Mortgage, which may demand, collect and receive any or all money become any part thereof on such item or items of such indebtedness are any part thereof on such item or items of such indebtedness are any determine, whether then due or not, or without alficing the amount hereby secured or any right of Mortgagee trans reasons of Mortgage or any right of Mortgage or or otherwise for the repair or reconstruction of such buildings or improvements so damaged or destroyed and Mortgagor or otherwise for the repair or reconstruction of such buildings or improvements so damaged or destroyed and Mortgagor or otherwise for the repair or reconstruction of such buildings or improvements so damaged or destroyed and Mortgagor or otherwise for the repair or reconstruction of such buildings or improvements so damaged or destroyed and Mortgagor shall keep said premises or the use or occupants, thereof, and shall obey and likens and claums of every kind which may be prior hereto, and shall commit no waste thereon, and shall obey allowed Mortgagor fail to fully perform any of his obligations hereunder, then Mortgage may at its option and without affecting its right to foreclose this mortgage for such default, do or cause to be done in effect such acts and expenses thereof so abligated to do, and Mortgagor shall on demand repay to Mortgagee the amount of all costs and expenses thereof so abligated to do, and Mortgagor shall on demand repay to Mortgage the amount of all costs and expenses thereof so abligated to do, and Mortgagor shall on demand repay to Mortgagee the amount

repaid by Mortgagor. 2. Said Mortgagor, in order more fully to protect the security of this mortgage does hereby covenant and agree that, together with and in addition to the payments herein provided, he will pay monthly during the life of this mort-gage, to the Mortgagee on the first day of each month, until the said principal amount and interest are fully paid, a sum any be required. The Mortgagee shall hold such monthly payments, without obligation to pay interest thereon, to pay any be required. The Mortgagee shall hold such monthly payments, without obligation to pay interest thereon, to pay any be required. The Mortgagee shall hold such monthly payments, without obligation to pay interest thereon, to pay proper statements covering the same 15 days prior to the due date thereof. In the event of foreclosure of the premises herein, or if the Mortgagee should take a deed in lieu of foreclosure, the amount so accumulated will be credited on account of the unpaid principal and interest. If the total of the monthly payments as made under this paragraph shall be credited on subsequent monthly payments so made under this paragraph shall be insufficient to pay such taxes, assessments and insurance premiums when due, then said Mortgagor shall pay the amount necessary to make up the deficiency which payments shall be secured by this instrument. To the extent that all the provisions of this paragraph the deficiency which payments shall be covenants contained in paragraph herein as to the Mortgagee at its option or pay any and all of said items when due.

3. If default be made in payment of any indebtedness evidenced by said note, or any interest thereon, when due, or in the faithful performance of any obligation of Mortgagor contained therein, or herein, or in any other instru-ment evidencing or securing such indebtedness, then the entire principal of such indebtedness and the accrued interest thereon shall at Mortgagee's option become immediately due and payable.

4. In case of default under any obligation hereby secured, this mortgage may be foreclosed and Mortgagee shall be entitled to judgment for all sums hereby secured and for costs, including the cost of any title evidence incident to such foreclosure, all of which shall be an additional charge against said premises and secured by this mortgage, and to a decree for the sale of said premises in satisfaction of such judgment foreclosing each and every right and equity of Mortgage or any person claiming under him in or to said premises. At any such sale the said premises may be sold as a whole or in parcels as Mortgagee may determine, and Mortgagee shall have the right to bid for and purchase same, or any part thereof. The proceeds of any such sale shall be paid and applied in the following order: (a) on the costs and expenses of such sale or foreclosure proceedings, including cost of title evidence; (b) to Mortgagee on the unpaid principal ball ance of all indebtedness including such advanced or expended by Mortgage hereunder; (c) to Mortgage on all interest due on said indebtedness including such advances and expenditures; and (d) the remainder, if any, to the Mortgagor or other person lawfully entitled thereto.

5. Mortgagee may at any time and from time to time without notice and without disceting the personal liability of any person for payment of any indebtedness hereby secured or the lien hereof on the remainder of said pre-mises, do any or all of the following: (a) release any person liable for any indebtedness hereby secured: (b) release any part of said premises from the lien hereof: (c) by agreement with any person obligated on any indebtedness hereby secured or having any interest in said premises extend or renew all or any part of said indebtedness.

6. In the event of the passage after the date of this instrument of any law deducting from the value of the land for the purpose of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of the Mortgagee, the whole sum secured by this instrument with interest thereon, at the option of the Mortgagee shall immediately become due, payable and collectible without notice.

7. This mortgage shall also secure additional loans bereafter made by the then holder of the note secured here-by to the then owner of the real exite described herein, provided that no such additional loan shall be made if the mak-ing thereof would cause the total principal indebtedness secured hereby to exceed the amount of the original principal indebtedness stated herein. Each such additional loan shall be evidenced by a note or other evidence of indebtedness identifying such additional loan as part of the indebtedness secured hereby, and shall mature not later than the then maturity date of the original indebtedness secured hereby. Nothing herein contained shall imply any obligation on the part of any holder of said note to make any such additional loan.