

and for the payment of all extensions, renewals, substitutions and changes in form of said indebtedness (which may be made from time to time and for any term or terms, with or without notice to Mortgagor) as well as for the payment of all future advances to and other indebtedness, liabilities and obligations of the Mortgagor, or any of them if more than one, to the Mortgagee, actual, direct or contingent, now existing or hereafter arising, howsoever created, held and/or acquired by the Mortgagee, whether in the usual course of business or otherwise.

And for the consideration aforesaid the said Mortgagor does hereby covenant, promise, and agree to and with the said Mortgagee that in case the said Mortgagor shall neglect or fail to pay the indebtedness hereby secured or the premium for insurance, or neglect or fail to pay the taxes or assessments as hereinafter stipulated, or fail to keep said premises in good repair or suffer or permit any waste thereon, then and in that case, it shall be lawful for the said Mortgagee to take possession of said premises, and the said Mortgagor, in such case, does hereby bargain, sell, assign, transfer, and set over unto the said Mortgagee, all the rents and moneys which, until the full payment of the said note and interest thereon and the full and complete performance of all covenants herein contained, shall accrue and be owing for the use and occupation of the said premises and of all the buildings thereon or of any part thereof; and for the purpose aforesaid during the time last aforesaid, the said Mortgagor does hereby nominate, constitute, and appoint the said Mortgagee the said Mortgagor's attorney in fact, irrevocably in the said Mortgagor's name or otherwise to take possession of said premises and buildings and to let and lease the same and to receive, collect, and receipt for all sums due or owing for such use and occupation as the same accrue; and out of the amount so collected, to pay the interest which shall be due and which shall accrue upon the note aforesaid and pay and discharge all taxes, assessments and premiums for insurance upon said premises and the cost of all such repairs upon said buildings and premises as said Mortgagee may deem necessary, so far as the sum so collected by it shall be sufficient for that purpose, paying the overplus from time to time, if any there be, to the said Mortgagor or assigns, and for its services in so leasing and letting said premises and collecting said rents, the said Mortgagee shall be entitled to receive and shall deduct from said moneys the sum of five per cent of the amount by it collected.

IT IS HEREBY AGREED that all covenants and stipulations in these presents contained shall bind the heirs, executors, administrators, successors and assigns of the Mortgagor and shall inure to the benefit of and be available to the successors and assigns of the Mortgagee. It is further agreed that granting any extension or extensions of time of payment of said note either to the maker or to any other person, or taking of other or additional security for payment thereof, or waiver of or failure to exercise any right to mature the whole debt under any covenant or stipulation herein contained shall not in anywise affect this mortgage or the rights of the Mortgagee, its successors or assigns hereunder nor operate as a release from any personal liability upon said note nor under any covenant or stipulation herein contained. And further, the Mortgagor does hereby expressly covenant, stipulate, and agree as follows:

First:—To pay the above recited debt and interest thereon when and as the same shall become due whether in due course or under any covenant or stipulation herein contained.

Second:—Until said debt and all other sums hereby secured are fully paid, to keep the buildings and improvements on said premises constantly insured against loss by fire, lightning and windstorm, in Companies and in a manner satisfactory to the Mortgagee, its successors or assigns, for their full insurable value, and all policies of insurance of whatsoever nature and whatsoever amount taken out on the same constantly assigned and pledged to and deposited with the mortgagee, its successors or assigns, as collateral and additional security for the payment of said debt, interest, and all sums hereby secured, with loss payable clause satisfactory to the mortgagee, its successors or assigns, attached to such policy or policies, with loss, if any, payable to said mortgagee, its successors or assigns; and whether such policy or policies have been actually assigned or not, they shall in case of loss be payable to the said mortgagee, its successors or assigns, to the extent of its interest as mortgagee, in said premises; and that the said mortgagee or its successors or its assigns may assign all such insurance policies to any endorser of said note, or to any subsequent purchaser of said premises; and that in the event of loss under such policy or policies, the said mortgagee or its successors or assigns shall have and is hereby specifically given full power to settle or compromise claims thereunder and to demand, receive and receipt for all moneys becoming payable thereunder and to apply the amount so collected toward the payment of the indebtedness hereby secured, or in rebuilding or restoring the damaged buildings or improvements, as the mortgagee, its successors or assigns, may elect, without affecting the lien of this mortgage for the full amount secured hereby before such damage or such payment over took place.

Third:—To keep all buildings, fences, and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Fourth:—To pay before the same shall become delinquent any and all taxes, charges, or assessments, general, local, or special levied by any competent public authority of the State of Oklahoma, or any subdivision thereof, or of the United States of America, upon said premises, or any part thereof, or upon the mortgagee's interest therein, or which might become a lien thereon, to whomsoever assessed, including personal taxes.

Fifth:—To keep said premises free from all judgments, mechanic's liens and all other statutory liens of whatsoever nature, to the end that the priority of these presents may at all times be maintained, and to pay the mortgagee, its successors or assigns, within ten days, all sums, including costs, expenses and reasonable agents' and attorneys' fees it may expend, or for which it may become obligated in any proceedings, legal or otherwise, to establish and sustain the lien of this mortgage, or its priority; or in defending against liens, claims, rights, estates, easements or restrictions of any person or persons asserting priority thereto; or for an abstract or extension of abstract of title to said premises; together always with interest on all sums at 10% per annum, from the date same were paid; and for payment of said sums and interest, this mortgage shall stand as security in like manner and effect as for payment of said debt.

Sixth:—In the event of failure of said mortgagor to maintain insurance, to pay taxes and assessments, or to keep said premises free from judgments, mechanic's liens or other statutory liens or claims of whatsoever character, which might be prior to lien of this mortgage, as hereinbefore provided, the mortgagee, its successors or assigns, may at its option procure such insurance, pay such taxes and assessments, redeem said premises from any tax sale, pay such mechanic's lien or other statutory liens, or other claims, together with the penalties and interest thereon, and the mortgagor shall within ten days pay to the mortgagee, its successors or assigns, all such sums which it may have so paid, or for which it may become obligated, together with interest at 10% per annum, from the date of payment by the mortgagee, its successors or assigns; and for payment thereof this mortgage shall stand as security in like manner and effect as for the payment of said principal debt, it being expressly agreed that in making such payments, the mortgagee, its successors or assigns, shall be deemed acting as agent of the mortgagor in every particular, and that payment by said mortgagee, its successors or assigns, of any such insurance premiums, taxes, or assessments upon said property, or upon this mortgage or the debt hereby secured, judgments, mechanic's liens, or other statutory liens, or other claims as hereinbefore provided, shall not be construed or be held to be a waiver of default in the terms of this mortgage, or prevent the holder hereof from declaring the entire debt secured hereby due and payable and foreclosing this mortgage, whether such payment be made prior or subsequent to the exercise of the option to declare the debt due, and foreclose this mortgage as herein provided.