

Part(y-ies) of the first part in the application for loan, ha(s-ve) made certain representations to party of the second part as to the purpose or purposes for which the money loaned on this mortgage was borrowed. Such representations are hereby specifically referred to and made part of this mortgage.

This mortgage is made to said party of the second part as a Federal Land Bank doing business under "The Federal Loan Act" and is hereby agreed to be in all respects subject to and governed by the terms and provisions of said Act.

In the event that Part(y-ies) of the first part shall fail to pay any taxes or assessments against said premises when due or to maintain insurance as hereinabove provided for <sup>party of</sup> the second party may make such payments or provide such insurance and the amount paid therefor shall become subject to the lien of this mortgage and bear interest from the date of payment at the highest rate authorized by this state not exceeding eight per cent per annum.

And, <sup>to</sup> further secure the payment of said note the part(y-ies) of the first part hereby assign(s) to the party of the second part, in whole or, at the option of the second party, in such amounts or such proportionate part or parts as the second party may from time to time designate, all the rents, royalties, payments and delay monies that from time to time become due and payable on account of any and all oil and gas mining leases or mineral leases of any kind now existing or that may hereafter come into existence covering the above described lands and all moneys received by the second party by reason of this assignment shall be applied: first, to the payment of matured installments; <sup>and</sup> second, the balance, if any, to the principal remaining unpaid; provided that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease made subsequent to the date of this mortgage.

If any of the payments in the above described note be not paid when due, or if part(y-ies) of the first part, shall permit any taxes or assessments on said land to become delinquent, or fail to keep the buildings and improvements insured as herein provided or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall wilfully or by neglect permit any unreasonable depreciation in the value of said premises, <sup>or the buildings</sup> and improvements thereon, or shall sell, convey, remove, or permit to be removed from said premises any of said buildings or improvements, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole note hereby secured shall, at the option of the party of the second part, become immediately due and payable, and this mortgage subject to foreclosure.

At any payment period after five years from the date hereof part(y-ies) of the first part ha(s-ve) the privilege of paying any number of installment payments or any portion thereof, on account of the principal of the debt, <sup>hereby</sup> secured. Such additional payments are not to reduce thereafter the periodical payments herein contracted to be made, but are to operate to discharge the loan at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

WITNESS the hands and seals of the Part(y-ies) of the first part the day and year first above written.

FRANK B SUTTON

IVA A SUTTON