SIXTH. That the parties here to further agree that all the covenants and agreements of the parties of the first part here in contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

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SEVENTH. As additional and colleteral security for the payment of the said note the mortgagors hereby assign to said mortgagee, its successors and assigns all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessee in any such leases shall account for such rights or benefits #0 theparty of the first part or his assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

EIGHTH. That if such payments be made as are herein specified, this conveyance shall be void; but if any note herein described, whether for principal or interest, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present, or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, thesaid first parties agree to pay to the said second party, interest at the rate of ten per cent. per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

WIMH. The terms, conditions and provisions hereof, whether so expressed or note, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plurai and words in the plural shall include the singular. In Witness Whereof, The saidbarties of the first part have hereunto sub

scribed their names and affixed their seals, on the day and year above mentioned.

Nydia G. Hughes. Lawrence D. Hughes (Seal.) Ellen Janette Stanko Joseph A. Stanko (Seal.) 25

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