

cipal thereof after default and maturity, and all sums paid by the mortgagee with interest shall become a part of the indebtedness secured hereby, and in default of immediate repayment thereof by the mortgagor the whole indebtedness secured hereby shall at the option of the mortgagee become due and payable forthwith without notice.

SEVENTH: That the mortgagor agrees that, if at any time all or any portion of the mortgaged premises shall be taken or damaged by condemnation proceedings under the power of eminent domain, the award for any property so taken shall be paid directly to the mortgagee and applied at the option of the mortgagee on the indebtedness hereby secured.

EIGHTH: That the mortgagor agrees to pay on demand all expenses and attorney's fees incurred by the mortgagee by reason of litigation with third parties to protect the lien of this mortgage and all moneys so paid by the mortgagee, including any expense incurred in procuring or continuing abstracts of title and title policies and searching the records for the purposes of such litigation, shall bear interest at the same rate as specified in the note secured hereby on the principal thereof after default and maturity, and any such sums so paid with interest thereon shall constitute a lien upon said premises and be secured by this mortgage and in default of immediate repayment thereof by the mortgagor after demand, the whole indebtedness secured hereby shall at the option of the mortgagee become due and payable forthwith without notice.

NINTH: That the mortgagee may release for such consideration, or none, as it may require, any portion of the above described land without, as to the remainder of the security, in anywise impairing or affecting the liens and priorities herein provided for the mortgagee compared to any subordinate lienholder.

TENTH: That as further security for the payment of said indebtedness and the performance of all of the terms, covenants and conditions hereof, the mortgagor does hereby mortgage, transfer, set over, assign and pledge to the mortgagee the lessor's interest and estate in all leases, including but not limited to gas, oil and mineral leases, now or hereafter affecting the said premises or any part thereof, and all rents, issues, income, profits, royalties and bonuses due and to become due thereunder, and in the event of a default under any of the terms, covenants and conditions of this mortgage the mortgagee is hereby authorized and empowered to collect and receive all such rents, issues, income, profits, royalties and bonuses due and to become due and to apply the same against said indebtedness. So long, however, as there shall be no default hereunder the mortgagor shall have the right to collect and receive any and all such rents, issues, income, profits, royalties and bonuses as they respectively become due and payable, and to use the same without accounting to the mortgagee therefor.

ELEVENTH: That if the mortgagor shall default in the payment of the indebtedness hereby secured or in the performance of any of the covenants or agreements herein contained, or if an owner of said premises shall file a petition seeking an arrangement or composition or extension or any other relief under or pursuant to the Federal Bankruptcy Act or any other similar statute as now or hereafter in effect, or shall be adjudicated bankrupt or insolvent or any of his property shall have been sequestered and such decree shall have continued undischarged and unstayed for ninety days after the entry thereof, the entire indebtedness hereby secured, including all payments for taxes, assessments, insurance premiums, liens, attorneys' fees and expenses herein specified, shall, at the option of the mortgagee, and without notice to the mortgagor, be due and collectible at once by foreclosure or otherwise, and the mortgagee shall have the power to sell said premises in the manner provided by law; and said sale may be conducted in front of the court house in the county in which said land is situate, or on the premises, at the option of the mortgagee; and, except as to property where such provision is prohibited by law, upon commencement of any foreclosure or at any time thereafter the mortgagee, as a matter of right, without consideration of the value of the premises, or whether the property is probably insufficient to discharge the mortgage debt or is in danger of being lost or removed or injured, and irrespective of the solvency or insolvency of the mortgagor or the then owner of said premises, and without notice to the mortgagor or any person claiming under him, shall be entitled at once to the appointment of a receiver for said premises, to collect the rents, issues and profits therefrom during the pendency of such foreclosure, and the proceeds of said receivership shall be applied by said receiver toward the payment of the indebtedness secured by this mortgage, or toward the payment of such part of the judgment rendered thereon as may remain unsatisfied after the sale of said premises, or to repay to the mortgagee any advancements which said mortgagee may make after the commencement of foreclosure action for taxes, assessments, insurance or other charges as herein provided, together with interest thereon at the same rate as specified in said note secured hereby on the principal thereof after default and maturity, and from the proceeds of said receivership said receiver may make necessary repairs and keep said premises in proper condition and repair pending such sale, and pay all taxes and assessments accrued or accruing or redeem from sales therefor and pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage, and pay other proper charges as herein provided, and pay the expense of the receivership. It is specifically understood and agreed that in the event of foreclosure hereof, the said premises may be sold at the foreclosure sale as one parcel or as several parcels, at the option of the mortgagee herein.

TWELFTH: That should it become necessary to employ counsel to collect any sums secured hereby mortgagor agrees to pay a reasonable attorney's fee for the services of such counsel, whether suit be brought or not, which fee shall be secured by this mortgage.

THIRTEENTH: That the mortgagor is lawfully seized of said premises in fee simple and has good right and lawful authority to sell and convey the same, that the same are free from encumbrances except as aforesaid, that it shall be lawful for the mortgagee at all times, peaceably and quietly to enter upon, hold, occupy and enjoy said premises and every part thereof, that the mortgagor will execute or procure any further necessary assurances of title and does hereby forever warrant generally the title to said premises and will forever defend the same against the claims and demands of all persons whomsoever, and the mortgagor and the makers of said note especially agree and declare that the separate estate of each of them, whether vested, contingent or in expectancy, is hereby conveyed and shall be bound for the payment of the debt hereby secured and each does hereby expressly waive, release and relinquish all rights and benefits of any homestead, appraisement, exemption or stay to which they may be entitled under the laws of the state in which said premises are situate, together with all rights, interests and estates, statutory and otherwise and of every nature whatsoever in and to said premises.

FOURTEENTH: That the covenants herein contained shall bind, and the benefits and advantages hereof shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Wherever used herein, the singular number shall include the plural and conversely, and the use of any gender shall be applicable to all genders.