

Note for \$1000.00 date March 29th/22 payable 30 days after date

The conditions of this agreement are as follows:

The first party herein covenants and agrees:

FIRST: That it will pay said note and interest thereon when due.

SECOND: That it will not sell, mortgage, assign or otherwise dispose of said lease or property above described, and will not suffer or permit any part of the same to become subject to any lien, of anykind whatsoever, until this mortgage is fully satisfied, and will not remove, or permit any part of said property to be removed out of the said Tulsa County while this mortgage remains a valid lien for any sum thereon.

THIRD: That it will, in the event of said note herein described is not paid at maturity, or interest paid when due or in the event any of the covenants expressed in the second condition above set out are violated or broken in any manner, that first party upon written notice served upon it or any of its agents or employees, will immediately execute all papers, including any and all papers and instruments under pipe line requirements, and all papers and instruments under departmental requirements, to make a good and valid transfer of said oil and gas mining leases, and all other property therein described, to second party, or any person or company second party may designate.

The parties hereto mutually understand, and first party covenants and agrees, that in the event first party violates, breaks or fails to perform any of the above covenants or conditions, or any part thereof, or in the event second party deems itself insecure under said mortgage, the said second party herein shall be, and it is hereby authorized at its option, without notice, to declare all of the said indebtedness due and payable, and to take any one or more of the following methods to enforce its lien, including therein the recovery of all costs, expenses, and reasonable attorney fees incurred in the satisfaction of said debt: Second party may take possession of said oil and gas mining leases and leasehold estate, and all property herein described, and maintain operate and control the said property, and apply all proceeds derived therefrom on the payment of said note, until the obligations herein are fully paid, first party agreeing to give the second party immediate peaceable possession; or, the second party may take possession of and sell all of said property and interests herein described, under the laws of the State of Oklahoma, applicable to foreclosure of mortgages; or, second party, at its option, is hereby authorized to apply for and have appointment of a Receiver herein, and agrees not to protest or contest directly or indirectly the application for or the appointment of a Receiver herein, and agrees that a Receiver, at the option of second party, may hold, maintain and operate said property, including the running and the selling of all oil and gas produced therefrom, and apply the proceeds of the sale thereof to the payment of said note, until said indebtedness is fully paid, or sell and dispose of said property according to law.

All the terms, conditions and covenants herein shall extend to and bind all the parties herein, their successors and assign.

IN WITNESS WHEREOF, the party of the first part has caused its name to be subscribed hereto, and its corporate seal affixed by its duly authorized officers, the day and year first above written.

Attest:

(CORPORATE SEAL)

HOGUE OIL & REFINING CORPORATION

Frank L. Busbey

By Arthur S. Hogue

Secretary

President

SEALED AT NEW YORK

COUNTY OF OKMONT

SS:

Now on this 29 day of April 1922, before me Aurora J. Gray