

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 claim, 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 therein 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:  
 (SEAL)  
 FRANK L. BUSKEY, Secretary.

HOGUE OIL & REFINING CORPORATION  
 By: ARTHUR S HOGUE, President.

STATE OF NEW YORK, )  
 ) SS  
 COUNTY OF CLINTON )

Now on this 29 day of April, 1922, before me, Aurora J. Gray, Notary Public within and for the County and State aforesaid appeared Arthur S. Hogue & Frank L. Buskey to me known to be the identical persons who subscribed the name of the maker thereof, to the foregoing instrument, as its President and Secretary and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the use and purposes therein named.

WITNESS my hand and notarial seal, the day and year last above written.

(SEAL) AURORA J GRAY, Notary Public.