

it has been extended, at which time, if the same is not fully paid, the said party of the second part shall apply to the payment of said note, and as a credit thereupon, an amount not less than eighty per centum of the sum then to the credit of the said party of the first part with the party of the second part from such sales of oil and gas. No part of the sums received by the party of the second part from the sale of such oil or gas shall be payable to the party of the first part until the indebtedness hereby secured is fully paid.

It is further agreed that the party of the second part, at the maturity of said note, if there be not sufficient funds to the credit of the party of the second part from the sales of the said oil and gas to fully pay the same, may renew said note for a like term as the original term, without notice to party of the first part, unless party of the first part shall elect at such time to make full payment of the same, at the rate of interest, which interest shall be paid in advance for such renewal term from the sum to the credit of the party of the first part from the sale of the said oil and gas and shall be deducted therefrom by party of the second part. And the said party of the second part may continue to renew such note from time to time when due without notice in the same manner for a like term and upon the same terms until the amount of said note and interest is fully paid.

The party of the first part covenants and agrees that it will pay the said note at maturity and the interest thereon when due and will not sell, mortgage, assign or otherwise dispose of the said lease or property above described, and will not permit or suffer any part of the same to become subject to any lien of any kind whatsoever, and will not remove or permit any part of said property to be removed from the said Tulsa County until the indebtedness hereby secured, or any part thereof, is not paid, or the interest thereof, is not paid when due, or in event any of the covenants or agreements hereinbefore set out are violated or broken, the party of the second part may declare the whole sum due and foreclose its lien hereunder as hereinafter provided; and in event the party of the second part shall at any time deem itself insecure for any cause without assigning any reason therefor, the party of the second part, its successors or assigns, may, and are authorized to take any one of the following methods to enforce its lien including therein the recovery of all costs, and expenses and a reasonable attorney's fee, as provided in the said note, in the sum of \$10.00 on each note, and ten per cent of the amount due on said notes: The party of the second part may take possession of said oil and gas mining lease and leasehold estate, and all property herein described, and maintain, operate and control the said property, and apply all proceeds derived therefrom after payment of royalties and operating expenses on the payment of said notes, until the obligations therein described are fully paid, first party agreeing to give the second party immediate peaceable possession; or the party of the second part may take possession of and sell all of said property and interest herein described, under the laws of the State of Oklahoma, applicable to foreclosure of chattel mortgages; or, upon any suit brought to recover the sums herein secured, second party is hereby authorized to apply for and have appointed a receiver of all the property and interest above described, as a matter of right and without any showing of insolvency, fraud, insecurity, or mismanagement on the part of the party of the first part, and the party of the first part hereby waives all notice of the appointment of a Receiver and agrees that such Receiver, at the option of the 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 indebtedness, until the said indebtedness, costs and attorney's fees are fully paid, or sell and dispose of said property according to law for the payment thereof.