

# COMPARED

If any one or more of the aforesaid events of default shall happen, the mortgagee may, in his discretion, cause the chattel property herein mortgaged to be sold either as an entirety or in parcels at public auction in the counties and state where located, in compliance with and in the manner, and upon the notice provided for in the Statutes of this State of Oklahoma, Tulsa, Oklahoma.

In case of any sale whether under any power hereby granted or pursuant to judicial proceedings, the principal of the notes hereby secured, if not previously due, immediately thereupon shall become due and payable; anything in the notes or in this mortgage contained to the contract notwithstanding.

Any sale or sales made under or by virtue of this indenture, shall operate to divest all right, title, interest, claim, and demand whatsoever, either at law or in equity, of the Company, in or to the property so sold, and shall be a perpetual bar, both at law and in equity, against the Company, its successors or assigns, and against any and all persons claiming <sup>or</sup> to claim the property sold, or any part thereof, by, through, or under the Company, its successors or assigns.

No delay or omission by the mortgagee to exercise any rights or powers acquired upon any event of default, shall exhaust or impair any such right or power or shall prevent its exercise during the continuance of such default, or be construed to be a waiver of such default, or acquiescence therein, nor shall any such delay or omission extend to or be taken to effect any such subsequent default or to impair the rights resulting therefrom. Every power and remedy given hereunder to the mortgagee may be exercised from time to time and as often as may be deemed expedient by it and no remedy hereunder is intended to be exclusive of any other remedy; but each and every such remedy shall be cumulative and in addition to any and every other remedy given hereunder or otherwise existing.

Service upon the Company or any notice, request or other paper or demand to be made, shall be complete by service thereof upon any officer of the Company, or by depositing same in the mails, by registered mail, postage prepaid, addressed to the Oklahoma Gasoline & Oil Company, Roberts Building, Tulsa, Oklahoma,

Mortgagor herein warrants its title in and to the above described property and covenants with the said mortgagee herein, its successors and assigns, that this mortgagee does hereby create a good, valid and subsisting mortgage lien upon all of said above described property and likewise will create a valid mortgage lien according to the terms hereof on all the right, title and interest of the Company in and to all property hereafter acquired in connection with the property above described subject however to one certain mortgage or deed of Trust to Samuel L. Lubell as Trustee, dated March ---, 1923 given to secure notes of the principal amount of \$410,000.00

It is agreed between the mortgagor and the mortgagee that the personal property covered hereby may be moved from one property or county to another property or County by the Mortgagor whenever it so desires, to be used, however, for the carrying on of the Company's business; and before such removal the mortgagor shall promptly notify the mortgagee what property is to be removed and to what place removed, and the Mortgagor covenants that in each instance before any such personal property is removed it will comply with all provisions of law fully protected and continue the lien of this mortgage upon any and all such property whatsoever the same may be located.

All the covenants, stipulations, terms and agreements in this Indenture contained, by or in behalf of the Company, shall bind not only said Company, its successors and assigns whether so expressed or not, but also any corporation into or with which the Company may be merged or consolidated, or to which its property may be conveyed.