

shall be in amounts which corporations of like character usually carry upon property, of the same kind and under like conditions, and shall be for the benefit of and payable in case of loss, to the Trustee as his interest may appear.

COMPARED

The Company will take out such insurance in reputable insurance companies, and will deliver to the Trustee duplicate receipts for all premium necessarily paid in keeping up such insurance. In case of any loss or damage, the money received by the Trustee on that account shall be paid out and applied from time to time, as requested by the Company, in replacement of or additions to the property destroyed or injured, provided, however, that the Company shall have furnished sufficient additional funds in order to complete such repairs or replacements.

In case the Company shall not desire to have the insurance proceeds so used, the Trustee shall, at the option of the Company, and upon written request, apply such insurance moneys either to the redemption of the notes or the payment of interest, or applied on the obligation hereby secured.

Should the Company make default in effecting insurance, as aforesaid, the Trustee may, in his discretion, effect such insurance, and all the moneys paid as premiums therefor, together with interest thereon from date of such payment at the rate of eight per cent (8%) per annum, shall be repaid by the Company, without demand, and shall be secured by this Indenture. All policies of insurance shall constitute and be held as collateral and additional security in payment of the notes hereby secured, and for any advancement made hereunder and the fulfillment of each and all of the covenants contained in this Indenture, by the Company to be kept and performed.

The Company will pay the Trustee or legal holder or holder of any notes who may expend any moneys for the purpose hereinabove mentioned, or expenses incurred by the Trustee, in execution of the Trust hereof, and any and all such sums of money that shall have been paid by the Trustee or any of the notes holders on account of any rents, taxes, charges, assessments, insurance premiums or liens of any kind or character upon the Trust Estate, in case of any default in respect thereof on the part of the Company, as aforesaid, with interest at the rate of eight (8) per cent per annum from the time or times of such payments, respectively, the amount of any and every such payment shall become an additional indebtedness to be covered by this Indenture.

All ^{the} property hereafter acquired by the Company wheresoever located or whether in connection with the property covered by this Mortgage or used in connection with such property, shall immediately upon its acquisition become and be subject to this Mortgage as if fully and specifically conveyed and described herein; but the Company agrees, if required by the Trustee, that it will convey the same to the Trustee by appropriate conveyance upon the Trusts and for the purposes of this Indenture, and will execute proper transfer and division order for all oil and gas produced therefrom.

The Company further agrees that it will, at all times, on demand by the Trustee, do all acts necessary or proper to keep valid the lien hereby created or intended to be created, and will execute and deliver to the Trustee all such other and further assurances, deeds, mortgages, or other instruments of writing as the Trustee may reasonably require, or as shall be necessary for further and more perfectly assuring to the use of the Trustee, and upon the Trusts and for the purposes herein expressed, all and every part of the Trust Estate, and for effectually vesting in the Trustee, upon the Trusts and for the purposes aforesaid, all property, rights, contracts, titles, privileges and franchises hereby conveyed or intended so to be conveyed; and that until all of the Trust Estate shall have been so vested in the Trustee the Company shall