

## COMPARED

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 is fully paid; that in event 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 expense and and 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* <sup>Maintain</sup> 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, 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 of said oil 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.

The party of the second part, in event any of the covenants, conditions, promises or agreements hereof are violated or broken by such party agrees, upon written demand to execute any and all papers and instruments of writing necessary to make a valid sale of the said leasehold estate, and the said oil and gas produced therefrom, for the satisfaction of the debt, including any and all writing and instruments required by the oil pipe line or oil purchasing companies, and by the Secretary of the Interior of the United States, his regulations, or the Department of Interior of the United States, and in event of the failure or refusal of the said party of the first part to execute such instrument forthwith upon such demand, the President or any Vice-President of the party of the second part, may execute such instrument or instruments of writing, for, and in the name of the party of the first part, as attorney in fact, <sup>President and the said</sup> and the said/vice-presidents, ~~and their successors in office, are hereby irrevocably appointed and constituted the lawful attorneys of the party of the second part, for such purpose, with full power in the premises.~~

And the terms, covenants and agreements herein shall bind and enure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.