

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 immediately peaceable possession; or the party of the second part, may take possession of and sell all of said property and interest thereon 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 <sup>the</sup> said indebtedness, costs and attorney's fees are fully paid, or sell and dispose of said property according to law for the payment thereof. ~~COMPANY~~

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The party of the second part, in event of 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 said debt, including any and all writings 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, and the said President 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.

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

Inasmuch as the oil and gas mining leases hereinafore described are subject to supervision and control by the Department of the Interior, it is agreed and understood by and between the parties hereto that all the terms, provisions and conditions of this agreement are subject to the lease provisions proper which are incorporated herein by reference to said original oil and gas leases, and are subject to all the rules and regulations of the Department of the Interior governing in the premises; and in the event any provision herein appears to conflict with any such lease provisions or with said rules and regulations it is understood that it is the purpose of the parties hereto to conform to said provisions and regulations and not to conflict herewith, and subject to all rules of construction as may be necessary to carry out the provisions and intentions of this paragraph shall be adopted.

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, executed in duplicate.