

or the taxes and insurance are not paid and kept up, or in case of default in any covenant or agreement contained in this mortgage, or in case of default of any covenant in the mortgage or deed of trust to be given by the Owen Osage Oil and Gas Company to the Exchange Trust Company, Trustee, dated the 10th day of December, 1924, to secure the principal sum of Three Hundred Thousand (\$300,000.00) Dollars, then this conveyance shall become absolute and the whole shall become due and payable at once, or at the option of the holder thereof, without notice, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter to sell the property hereby conveyed, or any part thereof, in the manner prescribed by law, or prescribed herein, appraisement hereby waived or not at the option of the party of the second part, its successors or assigns, and out of the money arising from such sale to retain the amount then due on said promissory note for principal and interest, together with the costs, charges and attorney fees, as herein provided, of making such sale, the overplus, if any there be, shall be paid by the party making such sale on demand to the party of the first part, its successors or assigns.

The mortgagor covenants and agrees as follows:

- (1) That it is the owner, holder and in possession of all of the above described property mortgaged by this instrument.
- (2) That there are no encumbrances or liens of any kind or character against any of said property so conveyed and mortgaged by this instrument, and that it has perfect right and lawful authority to transfer, convey, mortgage and pledge all of said mortgaged property and premises.
- (3) That it will pay, or cause to be paid, all taxes of every kind and description lawfully levied or assessed against any and all of said property, which includes income taxes due to the Government of the United States and the State of Oklahoma, all franchise and other taxes which may be levied or assessed by the State of Oklahoma, and all taxes levied and assessed by the Counties of Tulsa, Osage and Washington against any of the properties located or situated in any of said counties, and all other taxes or assessments which may be legally levied or assessed by any municipality in which any of said properties are located or situated, and that said taxes shall be paid before the same become delinquent.
- (4) That it will keep all of the buildings, machinery, fixtures, tools, appliances and appurtenances insured against loss or damage by fire to their fair insurable value, which policies of insurance shall recite that the loss, if any, under the policies of insurance shall be paid to the mortgagee, or its successors or assigns.
- (5) That this Indenture is and always will be kept a first lien upon all the premises and property described or mentioned in the granting clauses hereof now owned by the mortgagor, and upon all renewals and replacements of such premises and property, and that it will not voluntarily create or suffer to be created, or to arise, any lien or charge having priority to, or preference over, the lien of these presents upon the mortgaged premises and property, or any part thereof, or upon the income thereof, and within three months after the same shall accrue, it will pay or cause to be discharged, or will make adequate provision for the satisfaction or discharge of all lawful claims and demands of mechanics, laborers and others, which, if unpaid, might by law be given precedence to this indenture as a lien or charge upon the mortgaged premises and property, or any part thereof, or the income thereof.
- (6) That it will at all times until the payment of the principal and interest of the note secured by this indenture maintain, keep in thorough order, working condition and repair, equip and operate, or cause to be so maintained, kept in repair, equipped and operated, the premises and property subject to the lien of this indenture, so that the business of the mortgagor, its works and plant, and every part thereof, may at all times be safely and properly conducted.
- (7) That whenever required by the mortgagee it will grant, convey, confirm, assign, transfer and set over unto the mortgagee the estate, right, title and interest of the mortgagor in or to all real and personal estate and corporate rights which, in any way or manner, it shall acquire, as appurtenant to, or for the use of the premises and property hereby mortgaged; and also that it will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all and every such further acts, deeds, transfers and assurances, for the better securing, conveying and confirming unto the mortgagee, its successors and assigns, all and singular the premises and property hereby conveyed, or intended so to be, for better accomplishing the provisions and purposes of this indenture, and for securing payment of the principal and interest of the note secured hereby.
- (8) That in case of any default entitling the mortgagee, its successors and assigns, as in this indenture provided, to take legal proceedings for the foreclosure or other enforcement of the lien hereof, or to proceed to exercise the right of entry or power of sale hereunder, and upon the commencement of any such legal proceedings, or the exercise of such rights of entry or the commencement of the advertisement for any such sale, the mortgagor agrees to pay to the mortgagee, its successors and assigns, an attorney fee for the services of the attorney representing the mortgagee, its successors and assigns, of five per cent (5%) of the amount then remaining unpaid upon the promissory note, which this indenture is given to secure; and it is further agreed that in case any legal proceedings shall be instituted in any court for the purpose of foreclosing the mortgage lien created hereby, the mortgagee, its successors and assigns, shall be entitled to the appointment of a receiver to take charge of all of said property, preserve the same, and operate the business of said mortgagor during