

the pendency and sale of said property under any foreclosure proceedings.

(9) That in case default is made in the payment of the principal or interest due on said note at maturity, or in case of default in the payment of the taxes or insurance premiums, as set out herein, or in case of default in my covenant or agreement of this mortgage, or in case of default in any of the covenants or the mortgage or deed of trust to be given by the Owen Osage Oil and Gas Company to the Exchange Trust Company, Trustee, dated on the 10th day of December, 1924, to secure the principal sum of Three Hundred Thousand (\$300,000.00) Dollars, the mortgagee, its successors or assigns, may proceed to sell the property hereinbefore described, or any part thereof, at public sale, either in mass or in parcels, to the highest bidder for cash, at the west front door of the Court House, in the City of Tulsa, Tulsa County, Oklahoma, after giving thirty (30) days notice of the time, terms and place of sale, and a description of the property to be sold by advertisement in some newspaper printed and published in the City of Tulsa, Tulsa County, State of Oklahoma.

(10) That it covenants and agrees that every remedy provided in this mortgage is cumulative and shall be in addition to every other remedy given herein, or now or hereafter existing by law, either independently of or in connection with the provisions of this mortgage.

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It is understood and agreed that nothing herein contained shall be construed so as to oblige or require the party of the first part to keep and maintain in their present location the gathering lines, gas wells, tanks, derricks, machinery, fixtures and appliances herein conveyed and mortgaged on said ^{gas} lease owned by the Owen Osage Oil and Gas Company, being what is known as the south gas lease of the Owen Osage Oil and Gas Company situated in Osage County, State of Oklahoma, or any of said property that may be placed thereon by party of the first part for the production and sale of natural gas, but if, in order to maintain or increase the production and sale of gas, or because they shall become worn out or unfit for use or otherwise unnecessary or useless, to take up or remove any gathering line, gas line or pipe from the gas wells, or any tanks, derricks, machinery, fixtures, appliances or appurtenances, and re-place or use the same elsewhere, or to sell the same, the party of the first part shall have full power and authority so to do, but in case it shall decide to sell the same, or any part thereof, it shall be lawful for said party of the first part to make such sale at a fair and reasonable price, but any such proceeds arising from any sale, or from the sale of any other property mentioned or provided for in the preceding part of this mortgage, shall be placed or kept separate from its other funds and in a separate account, and shall not be expended by party of the first part otherwise than in the extension, enlargement or improvement of the plant, equipment or facilities of said party of the first part for the conduct of its business.

It is further understood and agreed that if the party of the second part, its successors or assigns, should be compelled to advance any money to protect itself from any prior liens, said party of the second part may immediately demand of the party of the first part the re-payment to it of any money so advanced, and upon the failure of the party of the first part to re-pay to the party of the second part the sums so advanced or paid out by it, then the whole of the amount secured by said mortgage shall become due and payable immediately, but if the party of the second part does not demand the re-payment of the sums so advanced, then the amount so advanced shall be secured by this mortgage, and shall bear interest at the rate of seven per cent (7%) per annum, and become a part of the original indebtedness secured hereby.

IN WITNESS WHEREOF, The Tulsa Gas Producing Company has caused these presents to be signed and acknowledged by its President and attested by its Secretary, with its corporate seal, this 1st day of December, 1924.

ATTEST: J. B. Aitken,
Secretary.

(Cor. Seal)

TULSA GAS PRODUCING COMPANY,
a Corporation,
By Charles Owen, Its President.

ACKNOWLEDGMENT.

STATE OF OKLAHOMA,

COUNTY OF TULSA. ss.