

The party of the first part covenants and agrees that he will pay note at maturity and interest thereon when due and will not sell, mortgage, assign or otherwise dispose of the said leases or property above described and will not permit or suffer any part of the same to become subject to any lien whatsoever and will not remove or permit any part of said property to be removed from said Tulsa County until the indebtedness hereby secured is paid in full; that in the event the indebtedness hereby secured or any part thereof is not paid, or the interest thereon, is not paid when due, or in event any of the covenants herein set out are violated or broken the party of the second part may declare the whole sum due and foreclose the lien hereunder as hereinafter provided; and in the 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 and assigns may and are authorized to take any of the following methods to enforce its liens, including the recovery of all costs and expenses and a reasonable attorney's fee in a sum equal to \$25.00 and 10% of the amount due on said note;

(a) The party of the second part may take possession of said oil and gas mining leases and oil and gas mining leasehold states 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 note until the obligations herein described is fully paid; first party agreeing to give to second party immediate peaceable possession;

(b) Or party of the second part may take possession thereof and sell ^{all} of said property and interest herein described under the laws of the State of Oklahoma, applicable to foreclosure of chattel mortgages;

(c) Or upon any suit brought to recover the sums herein 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 selling of all oil and gas produced and apply the proceeds of the sale thereof to the payment of said indebtedness, until the indebtedness, costs and attorney fees are fully paid;

(d) Or sell and dispose of said property according to law for the payment thereof.

The party of the first part in the event of any of the covenants, conditions, promises or agreements herein 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 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 lines or oil purchasing companies; and in the event of failure or refusal of the party of the first part to execute such instruments forthwith on written demand, the President or any Vice-President or the party of the second part may execute such instruments or in instruments of writing for and in the name of the party of the first part as his attorney in fact and said President or Vice-Presidents and the successors in office are hereby irrevocable appointed and constituted the lawful attorneys in fact of the party of the first part for such purposes with full power in the premises.

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

In witness whereon the party of the first part has hereto subscribed his name the date ^{and date} first above written.

G. W. Hickernell.

State of Pennsylvania) County of Warren, SS. Before me personally came this day G. W.