

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 as 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 anytime 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 of the following methods to enforce its 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 \$100.00 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 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 parties 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 described, as a matter of right and without any showing of insolvency, fraud, insecurity, or mismanagement on the part of the parties of the first part, and the parties 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 and apply the proceeds of the sale thereof to the payment of said indebtedness, until the said indebtedness, costs and attorneys fees are fully paid, or sell and dispose of said property according to law for the payment thereof.

The party of the first part, in event any of the covenants, conditions, promises or agreements hereof are violated or broken by such parties, 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 pipeline or oil purchasing companies, and by the Secretary 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 parties 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 parties 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 purposes, 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.

In witness whereof, the parties of the first part have hereunto set their hands the day and year first above written.

W. S. Cates,
J. S. Cates, By W. C. Cates, his attorney-in-fact.

(State of Oklahoma)
Tulsa County) SS

) Before me, the undersigned, a Notary Public in and for said County and