

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 are 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 any time 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 one 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 \$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 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 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 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 and apply the proceeds of the sale thereof to the payment of said indebtedness, until the said indebtedness, costs and attorney's fees are fully paid, or sell and dispose of said property according to law for the payment thereof.

COMPARED The party of the first part, in event 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 of 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.

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.

Attest: Rex S. Walker

Secretary.

( CORPORATE SEAL) NUCES OIL COMPANY

By G. N. Wright

President

STATE OF OKLAHOMA, )  
COUNTY OF TULSA. ) SS.

Now on this 29th day of July, 1924, before me, the undersigned, a Notary Public within and for the County and State aforesaid, appeared G. N. Wright to me known to be the identical person who subscribed the name of the maker thereof, to the foregoing instrument,