

437 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.

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 or 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 part---- 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: C. B. Talbot

(CORPORATE SEAL) CENTER OIL COMPANY

Secretary

By R. W. Talbot
President

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

Now on this 1st day of July, 1924, before me, the undersigned, a Notary Public within and for the County and State aforesaid, appeared R. W. Talbot, to me known to be the identical person who subscribed the name of the maker thereof, to the foregoing instrument, as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein named.

Witness my hand and notarial seal, the day and year last above written.

My commission expires Nov. 4, 1926 (SEAL)

R. A. Wallingford, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Jul 3, 1924 at 1:00 o'clock P. M. in Book 492, page 53

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk