

or purchasing agents, as are now or may hereafter be necessary to transfer said oil and gas to the party of the second part, or secure the payment for the same to be made to said party of the second part.

Party of the first part covenants and agrees that it will pay the said note at maturity and the interest thereon when due, and will not sell, mortgage, assign, or otherwise dispose of said lease, or the property above described, and will not permit or suffer 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 the event the indebtedness hereby secured, or any part thereof, is not paid, or the interest thereon is not paid when due, or in the event any of the covenants or agreements hereinbefore set forth 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 any time deem itself insecure for any cause, without assigning any reason therefor, said party of the second part, its successors or assigns, may and are authorized to take any of the following methods to foreclose 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 and ten per cent of the amount due on said Note: Party of the second part may take possession of said one-fourth interest in said oil and gas mining lease and leasehold estate and all property herein described, and maintain, operate and control the said property and apply the proceeds derived therefrom, after payment of royalty and operating expense, on the payment of said note until the obligation therein described is fully paid, first party agreeing to give to second party immediate, peaceable possession; or, party of the second part may take possession of said three-fourths interest and property 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 secured, second party is hereby authorized to apply for and have appointed a receiver of all the property and interest above described as a matter of right and without any showing of insolvency, fraud, insecurity, or mismanagement on the part of party of the first part, and party of the first part hereby waives all notice of the appointment of a receiver and agrees that such receiver, at the option of second party, may hold, maintain and operate said property, including the running and selling of all oil and gas produced therefrom, and apply the proceeds of the sale thereof to the payment of said indebtedness until the said indebtedness, costs and attorney fees are fully paid; or, sell and dispose of the property for the payment thereof.

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 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 said debt, including any and all writings and instruments required by the pipelines or oil purchasing company; and in event of the failure or refusal of said first party so to execute said instruments forthwith upon demand, party of the second part may execute such instrument or instruments, in writing for and in the name of first party, as attorney in fact, and the said second party is hereby irrevocably appointed and constituted the lawful attorney of first party for such purpose with full power in the premises.

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

Executed this 2nd day of May, 1925.

COPIED BY
M. H. and C. S.
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