

ment to be made when such taxes are, by law, made due and payable .

8. For the purpose of securing the payment of the aforesaid balance of One Hundred Seventeen Thousand Five Hundred , (\$117,500.00) Dollars, said producers Oil company hereby mortgages all of the above described property, including all personal property of every kind and nature, with the exception of oil produced, unto the said A-pine Oil Company, & And if said Producers Oil Company shall fail or refuse to perform any of the aforesaid conditions or covenants for ten (10) days after being notified in writing that it is in default, by service of notice on any officer or managing agent of said company, stating wherein the default exists, then and in that event the whole of said deferred sum may , at the option of the holders thereof, become due and payable and the parties entitled to receive the same, may enter and take possession of all of the mortgaged property, and said Producers Oil Company hereby agrees to give peaceable possession thereof. In such case, they may sell the products arising from the land and leases and after paying the reasonable and proper expenses of such operation, the balance of the proceeds shall be applied on the unpaid balance of said deferred amount and said lien hereby acknowledged and created, may be enforced and foreclosed immediately upon default and notice as herein provided. Producers Oil Company hereby waives all claim for damages arising out of the proper taking of possession of said property under the terms hereof, it being understood and agreed that the parties taking possession shall keep an accurate and correct amount of all receipts and disbursements during operations by them. It is the agreement and intention of the parties hereto, that in addition to the vendor's Lien allowed by Law, there shall exist and is hereby created and acknowledged, a lien upon each, every and all of said leases, lease-hold estates and all of the property of every kind or description hereinafter mentioned, and now located on the premises, except oil produced, for the purpose of securing the payment of aforesaid balance of the purchase price and the same is hereby agreed and declared to be a valid and existing and binding lien which may be enforced and foreclosed in the same manner as mortgages upon real estate in the State of Oklahoma, But it is further expressly understood and agreed that for the aforesaid balance of the purchase price, amounting to One Hundred Seventeen Thousand Five Hundred (\$117,500.00) dollars, there shall exist no personal liability against said Producers Oil company and that no suit or proceeding shall be maintained in any Court of Law or Equity, to recover said sum, except out of said property or its products, avails or proceeds: Provided, however, that in the event that one half ($\frac{1}{2}$) of the oil produced from said premises, shall be insufficient to fully pay the aforesaid balance of the purchase price, this lien shall remain in full force and effect, and may be enforced or foreclosed against all of said property to secure the payment of any balance so remaining due and unpaid; And it is further understood and agreed, that any balance of the One Hundred Seventeen Thousand, Five Hundred , (\$117,500.00) dollars, which may not be paid out of the oil produced, shall be and remain a liability against said property but to be paid only out of the property herein conveyed, or the proceeds thereof, but