

The conditions of this agreement are as follows:

The first Party herein covenants and agrees:

First. That it will pay said note and each of them at maturity, with interest thereon when due.

Second. That it will not sell, mortgage, assign or otherwise dispose of said lease or Property above described, and will not suffer or Permit any Part of the same to become subject to any lien, of any kind whatsoever, until this mortgage is fully satisfied, and will not remove, or Permit any Part of said Property to be removed out of the said Tulsa county, while this mortgage remains a valid lien for any sum thereon.

Third. That it will, in the event said note herein described are not Paid at maturity, or interest Paid when due, or in the event any of the covenants expressed in the second condition above set out are violated or broken in any manner, that first Party upon written notice served upon it or any of its agents or employees, will immediately execute all Papers, including any and all Papers and instruments under Pipe line requirements and all Papers and instruments necessary under departmental requirements, to make a good and valid transfer of said oil and gas mining lease, and all other Property therein described, to second Party, or any Person or company second Party may designate.

The Parties hereto mutually understand, and first Party covenants and agrees, that in the event first Party violates, breaks or fails to Perform any of the above covenants or conditions, or any Part thereof, or in the event second Party deems itself insecure under said mortgage, the said second Party herein shall be, and it is hereby authorized, at its option, without notice, to declare all of the said indebtedness due and Payable, and to take any one or more of the following methods to enforce its lien, including therein the recovery of all costs, expenses, and reasonable attorney fees incurred in the satisfaction of said debt; Second Party may take Possession of said oil and 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 on the Payment of said notes, until the obligations herein are fully Paid, first Party agrees to give the second Party immediate Peaceable Possession; or, the second Party may take Possession of and sell all of said Property and interests herein described, under the laws of the state of Oklahoma; applicable to foreclosure of mortgages; or, second Party, at its option, is hereby authorized to apply for and have appointed a receiver of all the Property and interests above described. The first Party hereby waives all notice of the appointment of a receiver herein and agrees not to Protest or contest directly or indirectly, the application for, or the appointment of a receiver herein, and agrees that a receiver at the option of second Party may hold, maintain and operate said Property, including the running and the selling of all oil and gas Produced therefrom and apply the Proceeds of the sale thereof to the Payment of said note until said indebtedness is fully Paid, or sell and dispose of said Property according to law.

All the terms, conditions and covenants herein shall extend to and bind all the Parties herein their successors and assigns.

In witness whereof, the Party of the first Part has caused his name to be subscribed hereto, the day and year first above written.

S. Rabinovitz.

County of Tulsa, state of Oklahoma, SS.

Now on this 31st day of January, 1911, before me, Arthur Newlin a notary Public, within and for the county and state aforesaid, appeared S. Rabinovitz, to me known to be the identical Person who subscribed the name of the maker thereof, to the foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act