

Mortgagors are the owners in fee simple of the Mortgaged Premises and the same are free and clear of all encumbrances; that they have good right and lawful authority to convey and encumber the same and that they will warrant and defend the title to the Mortgaged Premises against the claims of all persons. Mortgagors will keep all improvements subject hereto in good condition and will not commit or permit waste of the Mortgaged Premises. Mortgagors will maintain insurance on the buildings, improvements and fixtures covered by this Mortgage against fire and other hazards in a sum and with a company satisfactory to the Mortgagee; all policies immediately shall be assigned and pledged to Mortgagee and deposited with it as additional security for the payment of all sums secured hereby; all appear. Mortgagors will pay all taxes and assessments levied and assessed against the Mortgaged Premises or any part thereof before they become delinquent. Mortgagors will keep the Mortgaged Premises free of all liens of every character. If Mortgagors fail to maintain said insurance or promptly to discharge and secure the release of any lien or pay any and all taxes and assessments as above provided, then the Mortgagee may maintain such insurance and/or pay and discharge any such lien or any such taxes and assessments. Mortgagors shall within ten (10) days thereafter repay to Mortgagee all such sums so paid by it plus interest thereon at the rate of 10 per cent per annum, and this Mortgage shall secure the repayment of all such sums; the making of such payments by Mortgagee shall not constitute a waiver of the Mortgagors' default, whether such payments be made by Mortgagee prior or subsequent to its election to declare the entire debt due as herein provided for.

If payment of all or any part of the interest or principal due on the Note, or any other sum secured hereby, is not made when due or if any execution, attachment or other writ shall be levied upon the Mortgaged Premises, or in the event of the institution of bankruptcy proceedings by or against the Mortgagors or any maker of the Note, or the appointment of a receiver for any such maker or tortors, or if the Mortgagors fail to keep or perform any of the covenants of this Mortgage, then, upon the happening of any of said events, the entire amount of indebtedness secured hereby, including all unmatured installments thereof, shall, at the election of the Mortgagee, become due and payable immediately, and this Mortgage may be foreclosed immediately, and Mortgagee shall be entitled to possession of the Mortgaged Premises and to the rents and profits therefrom, and shall as a matter of right, on the institution of any such foreclosure proceedings, be entitled to the appointment of a receiver for the purpose of preserving the Mortgaged Premises and an action to foreclose the Mortgage is filed the Mortgagors agree to pay to Mortgagee's attorney at once 10 per cent of the amount then secured hereby as an attorney's fee, and all costs in connection with such suit, and such fee and costs shall be secured by the lien of this Mortgage. Mortgagee may collect "a late charge" not to exceed an amount equal to three per centum (3%) of any installment or payment due under the note secured hereby, when such installment or payment is not paid within Fifteen (15) days from the due date thereof to cover the extra expense involved in handling delinquent payments.

Mortgagors for all purposes waive notice of Mortgagee's election to declare the whole debt due as above provided, demand for payment of any sum secured hereby and demand for performance of any covenant hereof, and agree that appraisement may be waived or not at the option of the Mortgagee, without notice to the Mortgagors. All of the covenants, agreements and terms contained herein shall be binding upon the heirs, personal representatives, successors and assigns of Mortgagors and shall inure to the benefit of the successors and assigns of Mortgagee. Mortgagors, if requested so to do, will execute and deliver such other instruments and assignments as in the judgment of Mortgagee are necessary or proper to effectuate more certainly the intention and purpose of this instrument.

IN WITNESS WHEREOF, Mortgagors have executed these presents the day and year first above written.

*Hugh Thurber*  
 Hugh Thurber  
*Helen Thurber*  
 Helen Thurber  
*Hugh Thurber*  
 Hugh Thurber doing business as Super Oil  
 Co.

KANSAS  
 STATE OF OKLAHOMA,

County of Shawnee }

Before me, Norman S. Norburg, a Notary Public in and for said County and State, on this 23 day of July, 19 59, personally appeared Hugh Thurber and Helen Thurber, husband and wife,

to me known to be the identical person S who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.

My commission expires December 18, 19 61. Norman S. Norburg  
 Notary Public

KANSAS  
 STATE OF OKLAHOMA,  
 County of Shawnee }

Before me, Norman S. Norburg, a Notary Public in and for said County and State, on this 23 day of July, A. D. 19 59, personally appeared Hugh Thurber doing business as Super Oil Co.

to me known to be the identical person S 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 the said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal, the day and year above set forth.

My commission expires December 18, 19 61. Norman S. Norburg  
 Notary Public

Recorded August 10, 1959 at 8:35 A.M.

Harold A. Beck Register of Deeds