property; that the property is free and clear of all encumbrances unless otherwise expressiv stated herein and that the Mortgagor will warrant and forewer defend the same against the claims of all paragons whenever incertain however that the statust of the Mortane

9. The Mortgagor will make, execute, acknowledge and deliver or cause to be made, executed, acknowledged and delivered, all such further mortgages, assignments, pledges, instruments, transfers and assurances as shall be required by the Mortgagee, for the better conveying, mortgaging, assigning, pledging, assuring and confirming unto the Mortgagee, the mortgaged property hereby conveyed or intended so to be and upon request by the Mortgagee, it will, at any time and from time to time forthwith execute, acknowledge and deliver such mortgages, assignments, pledges, instruments, transfers and/or assurances and do or cause to be done all such acts as shall be required by the Mortgagee for effectually carrying out the intent hereof.

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10. That the Mortgagor will keep in full force and effect the oil and gas mining lease or leases hereby assigned and conveyed, and will perform all the covenants and conditions imposed upon the original lease or leases or his or their assigns, expressly contained in said lease or leases as well as all implied covenants and obligations imposed by such lease or leases upon the original lessee or lessees or his or their assigns and will do all things and perform all acts mecessary or proper to maintain said lease or leases in full force and effect.

11. That Mortgagor will continuously operate or cause to be operated in a good, workmanlike manner the well or wells now or hereafter drilled on the leased premises hereinbefore described and will faithfully comply with the valid proration laws of the State of Kansas and with all valid rules and regulations of the oil commissioner of said State.

12. That any part of the property hereby conveyed and assigned may be released from the lien hereof and any part of any other security given for the payment of the indebtedness hereby secured may be surrendered to the Mortgagor or to the heirs, personal representatives, executors, administrators, successors or assigns of the Mortgagor; that any such release or surrender may be given or made without notice to or the consent of the owner or owners of the remaining property conveyed by this deed of trust and without impairing the lien hereof upon any such remaining property, or in any way prejudicing or affecting the rights and remedies given with respect thereto; that all remedies given hereby or by any statute or law may be exercised without any requirement that other or additional remedies against other securities shall be first exhausted; IT BEING AGREED that the holder or holders of said note or notes may resort to any other lien, security or collateral in the order as said holder or holders shall deem expedient, and the undersigned and all persons, firms and corporations obligated or hereafter obligated on the indebtedness hereby secured hereby waive all rights of marshalling.

It is within the contemplation of the parties hereto that the proceeds to be received by Mortgagee hereunder from the sale of oil and/or gas produced from said leasehold _____ may not be sufficient to pay and satisfy in full the indebtedness secured hereby prior to maturity and it is agreed that Mortgagee may, at its option, but shall not be required or in any manner obligated so to do, upon maturity, extend the term of the original note in any manner convenient or advantageous to Mortgagee and Mortgagee may, at its option and in like manner, make additional successive extensions until all sums secured hereby with the interest thereon, have been fully paid and satisfied, and all of the covenants and conditions herein contained shall apply to the notes and indebtedness as so extended in like manner and effect that it applies to the original notes and indebtedness and each and all parties hereto agree such extension or extensions shall not