(d) apply for the appointment of a receiver to take charge of the premises, to the exclusion of Jayhawker and its agents and employees, and to rent, manage, and operate the premises and keep the improvements thereon in repair, and from the proceeds of such renting and operation pay the expenses of such operation and management, the cost of repairs and necessary betterments and improvements to the premises, and taxes and governmental charges assessed upon the premises or the rents and proceeds thereof, and to apply any excess upon the interest and principal owing under the Note or any other debt secured hereby. Jayhawker will and does hereby consent to the granting of an application for a receiver, upon the occurrence of an event of default, notwithstanding the condition of the premises at such time.

ARTICLE C. General Provisions.

1. If any provision of this mortgage or of the Note is invalid or unenforceable in any respect the validity or enforceability of the remaining provisions of the instrument shall not be affected or impaired thereby.

2. Jayhawker will not in any manner claim or take the benefit or any moratorium law, or law granting exemption from execution or sale of the premises now or at any time hereafter in force which may affect the covenants and terms of performance of this mortgage, or any law now or hereafter providing for the valuation of the premises prior to or in connection with a foreclosure sale thereof, or any law now or hereafter in force providing for the redemption of the premises from a sale thereof pursuant to a decree of court, and Jayhawker expressly waives all right of redemption and other rights and benefits under any such laws.

3. The rights and obligations of Jayhawker and of American National hereunder shall inure to and bind, respectively, the successors and assigns of each.

In witness whereof, Jayhawker has caused this mortgage to be executed in its behalf by its president and attested by its secretary and its corporate seal to be affixed hereto on this September 30_, 1969.

JAYHAWKER INVESTMENTS, INCORPORATED bener

It's Secretary

State of Oklahoma, County of Washington, ss:

BE IT REMEMBERED, That on this <u>30th</u> day of September, 1969, before me, the undersigned a <u>Notory Public</u> in and for the County and State aforesaid, came <u>W.A.Hensley</u>. President of Jayhawker Investments, Incorporated, who is personally known to me to be the President of said Jayhawker Investments, Incorporated and the same person who executed the within instrument of writting, and dely a completed the execution of the same to be the voluntary act and dued of said Jayhawker Investments, Incorporated.

IN TESTIMONY WHEREOF, I have become set my hand and affixed .