

Seventh:—It is further expressly agreed that if any default be made in the payment at the time and place and in the manner provided of all or any part of said debt or the interest thereon or of any other sum hereby secured, or if waate shall be suffered or committed on said premises or if any mechanic's or other liens which might be prior to the lien of this mortgage be created or rest upon said premises or any part thereof for ten days without the same being paid and discharge of said premises therefrom procured; or in case there shall exist upon said premises any claim, lien, encumbrance, easement or restriction prior to this mortgage, or if default be made in the payment of any installment of taxes or assessments upon said premises or upon the debt hereby secured, or the premiums for said insurance policies when the same become due, or in the event said insurance is not at all times maintained as hereinbefore provided; or upon default in full performance of each and every stipulation and covenant herein contained, or upon a transfer of the title of said premises, or any part thereof, by the mortgagor without prior written consent of the mortgagee, the whole principal sum secured by this mortgage, with interest thereon, and all other amounts hereby secured shall at the option of the holder of this mortgage, become immediately due and payable, and this mortgage may be foreclosed accordingly; and no demand for fulfillment of conditions broken, or notice of election to consider the debt due, shall be necessary previous to commencement of suit to collect the debt hereby secured or any part thereof, or to foreclose this mortgage, and no delay or failure on the part of the mortgagee to exercise any option herein granted at the time of default shall be deemed or held a bar or waiver by the mortgagee of any right to exercise such option.

And it is further mutually covenanted and agreed that in the event of the passage, after the date of this mortgage, of any law of the State of Oklahoma, deducting from the value of the land for the purposes of taxation any liens thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon, shall, at the option of said mortgagee, without notice to any party, become immediately due and payable.

Eighth:—In case of foreclosure hereof said mortgagor hereby agrees to pay a sum equal to ten per cent of the amount due as attorney's fee in such foreclosure suit and all costs in connection therewith to be secured by this mortgage which shall be due and payable when suit is filed and said mortgagor hereby waives all rights, under the homestead, exemption and stay laws of the State of Oklahoma; and appraisal of said real estate is hereby expressly waived or not waived at the option of the mortgagee, its successors or assigns, such option to be exercised prior to or at the time judgment is rendered in any foreclosure hereof.

Ninth:—It is further agreed that in event any of the land hereinabove described is sought to be taken by virtue of the law of eminent domain the said mortgagor, administrators, executors, successors or assigns will promptly notify the mortgagee or its assigns of the institution of proceedings in eminent domain, and agrees and directs that all condemnation or purchase money which may be agreed upon or which may be found to be due, be paid to said mortgagee or its assigns and be credited upon the balance due hereunder.

Tenth:—As additional and collateral security for the payment of the note and the indebtedness hereinbefore described, said mortgagor hereby assigns to said mortgagee, its successors and assigns, all the profits, revenues, royalties, rights and benefits accruing under all oil, gas or mineral leases now on said property, or which may hereafter be placed thereon, and the lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said profits, revenues, royalties, rights and benefits to the said mortgagee, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the note hereby secured, or, prior to such default, upon notice to the lessee in such oil, gas or mineral lease, and to terminate and become null and void upon release of this mortgage.

Eleventh:—In construing this mortgage the word "mortgagor" wherever used shall be held to mean the person or persons named in the preamble as mortgagor jointly and severally and wherever notes are referred to herein it shall be held to mean singular or plural as the case may be.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void, otherwise to remain in full force and virtue.

Upon satisfaction of this mortgage the Mortgagor agrees to accept from the Mortgagee a duly executed release of same, have it recorded, and pay the cost of recording.

IN WITNESS WHEREOF, the said Mortgagor has executed and delivered these presents at Tulsa,

Oklahoma, this the 20th day of February, 1970.

ATTEST:

Doyle Hopkins
Doyle Hopkins, Secretary

S. & H., INC.

By: Lloyd G. Hobbs
Lloyd G. Hobbs, President

STATE OF OKLAHOMA ARKANSAS
COUNTY OF Crawford

(OKLAHOMA—CORPORATE)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 20th day of February, 1970, personally appeared Lloyd G. Hobbs and Doyle Hopkins

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

WITNESS my hand and official seal the day and year last above written.

My commission expires:

Joyce Scales
Joyce Scales

Notary Public
Notary Public

Recorded February 25, 1970 at 2:57 P.M.

Genie Beem Register of Deeds