

10. The proceeds of a foreclosure sale, judicial or otherwise, shall be applied: first, to the expense of advertising and selling, including, unless prohibited by law, statutory or reasonable attorneys' fees; second, to the repayment of any money, with interest thereon, which the Mortgagees may have paid or become liable to pay or which it may then be necessary to pay for taxes, assessments, insurance or other charges, liens or debts as hereinabove provided; third, to the payment and satisfaction of the indebtedness hereby secured with interest; fourth, the balance, if any, shall be paid to the Company.

11. As long as any of the indebtedness hereby secured shall remain unpaid, the Company will neither commit nor permit waste on the Premises subject hereto; and on the commission of any waste thereon the Mortgagees may at their option declare the entire indebtedness hereby secured to be at once due and payable.

12. Any promise made by the Company herein to pay money may be enforced by a suit at law, and the security of this Mortgage shall not be waived thereby, and as to such debts the Company waives all right of exemption under the law.

13. If any provision of this Mortgage shall be contrary to any applicable law, such provision shall be considered of no force and effect; it being expressly agreed, however, that the remainder of this instrument shall be valid and binding according to the terms and conditions hereof as modified by an amendment or deletion of such provision as may be necessary to bring such provision into conformity with the law.

14. It is understood and agreed that an assignment of all or part of the rentals due under the Lease is to be executed by the Company as security for all indebtedness secured by said Trust Indenture.

The covenants, conditions and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, the use of any gender shall include all genders, and the term "Mortgagees" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise, including, without limitation, any assignee or pledgee.

IN WITNESS WHEREOF, this instrument has been signed, sealed and delivered as of the day and year first above mentioned, subject to the condition, however, that it shall not become effective until the 26th day of October, 1967.

Witnesses to the signing, sealing and delivery hereof:

R. E. Wahlgren  
R. E. Wahlgren

REPROCO, INC.

By W. V. Allison  
W. V. ALLISON Vice President

Attest:

J. C. Andrews  
J. C. Andrews

Neal T. Seidle  
Neal T. Seidle Asst. Secretary

Witnesses to the signing, sealing and delivery hereof:

SOUTH CAROLINA

R. E. Wahlgren  
J. C. Andrews

State of Oklahoma )  
County of Washington ) SS

Personally appeared before me R. E. Wahlgren (First Witness), who being duly sworn, says that he saw the within named Reproco, Inc., by W. V. Allison, its Vice President, sign the within instrument and Neal T. Seidle, its Assistant Secretary, attest the same, and the said Corporation, by said officers, seal said instrument and as its act and deed, deliver the same, and that deponent with J. C. Andrews (Second Witness) witnessed the execution thereof.

R. E. Wahlgren  
(First Witness) R. E. Wahlgren (type in name)

SWORN to before me this 18th day of September, 1967.

Theda Michaels (SEAL)  
Notary Public for State of Oklahoma  
My Commission Expires: March 7, 1968

#15348.

Recorded Nov. 29, 1967 at 11:44 A. M. #15348