

reimburse themselves under this Mortgage for the expense thereof, with interest thereon from the date of its payment. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Mortgagee, its successors or assigns, shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this Mortgage. And it is further agreed that the Mortgagor shall make all rental payments (or cause the same to be made) under the aforesaid Lease dated January 28, 1969, and to fulfill all of the terms, covenants and conditions of said Lease.

AND IT IS AGREED, by and between the said parties that if the Mortgagor, its successors or assigns, shall fail to pay all rents, taxes and assessments, upon the said premises when the same shall first become payable, then the said Mortgagee, its successors and assigns, may cause the same to be paid, together with all penalties and costs incurred thereon, and reimburse themselves under this Mortgage for the sum so paid, with interest thereon from the date of such payment.

AND IT IS AGREED, by and between the said parties that upon any default being made in the payment of the principal or interest on the said Note or of the insurance premiums, or of the rents, taxes or of the assessments hereinabove mentioned, when the same shall severally become payable, or in the event of any other default under the provisions of any of the security instruments given to secure the Note, then, in any of such events, the entire amount of the Note and indebtedness secured or intended to be secured hereby shall become due, at the option of the said Mortgagee, its successors or assigns.

AND IT IS AGREED, by and between the said parties that should legal proceedings be instituted for the collection of the debt secured hereby, then, in addition to all other remedies provided by law, Mortgagor agrees that Mortgagee, its successors or assigns, shall have the right to have a receiver of its own selection appointed to receive the rents and profits of the Mortgaged Properties, who, after deducting all charges and expenses attending such proceedings and the execution of the said trust as receiver, shall apply the residue of the said rents and profits toward the payment of the debt secured hereby.

AND IT IS FURTHER AGREED, by and between the said parties that should legal proceedings be instituted for the foreclosure of this Mortgage or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection by suit or otherwise, that all costs and expenses incurred by the Mortgagee, including a reasonable counsel fee (of not less than ten percent (10%) of the amount involved), shall thereupon become due and payable as a part of the debt secured hereby and may be recovered and collected hereunder.

PROVIDED ALWAYS, NEVERTHELESS, and it is the true intent and meaning of the parties to these presents, that if the said ENERGY OIL COMPANY, INC. does and shall well and truly pay, or cause to be paid, unto the said BANK OF THE SOUTHWEST NATIONAL ASSOCIATION, HOUSTON, at its office in the City of Houston, Texas, the said debt or sum of money aforesaid, with interest and any attorneys' fees thereon, if any shall be due, according to the true intent and meaning of the said Note and conditions thereunder written, then this Grant and Assignment of the Mortgaged Properties shall cease, determine and be null and void; otherwise it shall remain in full force and virtue.