

hereby agrees to give peaceable possession thereof. In such case, they may sell the products arising from the land and leases and after paying the reasonable and proper expenses of such operation, the balance of the proceeds shall be applied on the unpaid balance of said deferred amount and said lien hereby acknowledged and created, may be enforced and foreclosed immediately upon default and notice as herein provided. Producers Oil Company hereby waives all claim for damages arising out of the proper taking of possession of said property under the terms hereof, it being understood and agreed that the parties taking possession shall keep an accurate and correct account of all receipts and disbursements during operations by them. It is the agreement and intention of the parties hereto, that in addition to the Vendor's Lien allowed by law, there shall exist and is hereby created and acknowledged, a lien upon each, every and all of said leases, leasehold estates and all of the property of every kind or description hereinbefore mentioned, and now located on the premises, except oil produced, for the purpose of securing the payment of aforesaid balance of the purchase price and the same is hereby agreed and declared to be a valid and existing and binding lien which may be enforced and foreclosed in the same manner as mortgages upon real estate in the State of Oklahoma. But it is further expressly understood and agreed that for the aforesaid balance of the purchase price, amounting to One Hundred Seventeen Thousand Five Hundred (\$117,500.00) Dollars, there shall exist no personal liability against said Producers Oil Company and that no suit or proceeding shall be maintained in any Court of Law or Equity, to recover said sum, except out of said property or its products, avails or proceeds: Provided, however, that in the event that one half (1/2) of oil produced from said premises, shall be insufficient to fully pay the aforesaid balance of the purchase price, then