

Interstate Commerce Commission
Washington, D.C. 20423

11/4/80

OFFICE OF THE SECRETARY

Nancy L. Payne
Asst. Vice Pres.
The Fourth Natl. Bank
515 S. Boulder
Tulsa, Oklahoma 74103

Dear **Sir:**

The enclosed document (s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **10/28/80** at **10:10am**, and assigned re-
recording number (s). **12348**

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure (s)

SE-30
(7/79)

I represent that this is a true and certifiable copy of the original document.

Nancy L. Payne
Nancy L. Payne, Asst. Vice-Pres.

DEBTOR FURTHER REPRESENTS, WARRANTS AND AGREES THAT:

The statements herein as to Debtor's residence and possession and location of the property specifically described herein are true, and that Debtor has or will acquire absolute title thereto free and clear of all liens, encumbrances and Security Interests except the Security Interest hereby given to Bank and other rights, if any, of Bank, and Debtor will defend the goods against the claims and demands of all persons;

Without the prior written consent of Bank, Debtor will not sell, exchange, lease or otherwise dispose of the goods or any of Debtor's rights therein or under this agreement, or permit any lien or Security Interest to attach to same except that created by this agreement and other rights, if any, of Bank;

Debtor will maintain the goods in good condition and repair but without permitting any lien to affix to the goods as a result thereof, and will pay and discharge all taxes, levies and other impositions levied thereon as well as the cost of repairs to or maintenance of the same and will not permit anything to be done that may impair the value of any of the goods; if Debtor fails to pay such sums, Bank may do so for Debtor's account, adding the amount thereof to the other amounts secured hereby;

Debtor will insure the goods against such casualties and in such amounts as Bank shall require; all insurance policies shall be written for the benefit of Debtor and Bank as their interests may appear, and such policies or certificates evidencing the same shall be furnished to Bank. If Debtor fails to pay the premiums on any such insurance, Bank may do so for Debtor's account, adding the amount thereof to the other amounts secured hereby, however, Bank is under no obligation or has no duty to pay such premiums, Debtor hereby assigns to Bank any return or unearned premiums which may be due upon cancellation of any such policies for any reason whatsoever and directs the insurers to pay Bank any amounts so due. Bank is hereby appointed Debtor's attorney-in-fact to endorse any draft or check which may be payable to Debtor in order to collect such return or unearned premiums or the proceeds of such insurance; any balance of insurance proceeds remaining after payment in full of all amounts secured hereunder shall be paid to Debtor; (2)

~~Debtor will not permit anything to be done that may impair the value of any of the goods or the security intended to be afforded by this agreement; (1)~~

C.P.C.

Debtor will not permit anything to be done that may impair the value of any of the goods or the security intended to be afforded by this agreement; (1)

Debtor will pay all costs of filing any financing, continuation or termination statements with respect to the Security Interest created by this agreement; Bank is hereby appointed Debtor's attorney-in-fact to do, at Bank's option and at Debtor's expense, all acts and things which Bank may deem necessary to perfect and continue perfected the Security Interest created by this Agreement and to protect the goods;

In case any of the representations or warranties of Debtor herein contained shall prove to be false or misleading, or if any proceedings are instituted by or against Debtor under any of the provisions of the Bankruptcy Act or any state insolvency law or for the appointment of a Receiver for Debtor, or if Debtor shall make an assignment for the benefit of creditors, or shall become insolvent, then, in any such event, Debtor shall be in default hereunder. Thereupon, all sums secured hereby shall become immediately due and payable at Bank's option without notice to Debtor, and Bank may proceed to enforce payment of the same and to exercise and or all of the rights and remedies provided by the Uniform Commercial Code (Okla.) as well as all other rights and remedies possessed by Bank. Whenever Debtor is in default hereunder, Debtor, upon demand by Bank, shall assemble the goods and make them available to Bank at a place reasonably convenient to both parties. (3)

STATE OF OKLAHOMA)
COUNTY OF TULSA) SS

OKLAHOMA ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, in and for said County and State on this 28th day of August A. D., 1980, Personally appeared CAROL P. CARR, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires:
My Commission Expires September 24, 1983

Doris R. Wilson
Notary Public