

AND WHEREAS, the said first party is indebted to said second party and did execute to said second party certain promissory notes, payable without grace and with interest at the rate of seven per cent (7%) per annum, until paid, to-wit:

One Note for Ten Thousand Dollars (\$10,000.00) dated February 4, 1922, payable on or before ninety (90) days after date.

One Note for Twenty Thousand Dollars (\$20,000.00) dated March 20, 1922, payable on or before thirty (30) days after date.

One Note for Twenty-five Thousand Dollars (\$25,000.00) dated March 29, 1922, payable on or before ninety (90) days after date.

One Note for Sixteen Thousand Dollars (\$16,000.00) dated April 4, 1922, payable on or before ninety (90) days after date thereof.

One Note for Twelve Thousand Dollars (\$12,000.00) dated April 11, 1922, payable on or before Thirty (30) days after date thereof.

And WHEREAS, said first party has this date executed his promissory note to said second party for the sum of Twenty-four Thousand Dollars, \$(24,000.00), payable without grace, to-wit:

One Note for Twenty-four Thousand Dollars (\$24,000.00) dated April 15, 1922, payable on or before Ninety (90) days after date.

Which said note shall bear interest at the rate of seven per cent (7%) per annum from the date that said bank shall turn over and deliver to said first party the said sum as set out in said note.

And WHEREAS, it is agreed that all or any of said notes may be extended and that this certain agreement and mortgage shall cover any and all extensions thereof.

Now, THEREFORE, as security for the payment of the said promissory notes hereinabove described, said party of the first part does by these presents mortgage unto the said second party, its successors or assigns, the above described oil and gas mining leases and lease-hold estate, and all right, title interest and estate of said first party in and to all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, including all oil stored on said land, belonging to first party, and all oil and gas wells, oil well supplies, and machinery of every kind and character, buildings derricks, pipe lines, tanks, casings, telephone-lines, livestock and vehicles, located on, in, or under said above described property, and all other property of every kind and description on said leases, or belonging to said leases, wherever located.

As further security for the payment of said notes and the interest thereon, party of the first part hereby sells, assigns, transfers and sets over unto the party of the second part the entire working interest of the mineral, oil and natural gas produced and saved from said premises until the said notes and all sums due thereon are fully paid; and the party of the first part agrees, upon demand of the party of the second part, to execute any other and further instruments in writing, including those required by the pipe line companies, or purchasing agents, as are now or may be hereafter be necessary to transfer said oil and gas to the party of the second part, or secure the payment for the same to be made to the said party of the second part.

Party of the first part covenants and agrees that he will pay the said notes at maturity, or at the maturity of any extension thereof, and the interest thereon when due, and will not sell, mortgage assign, or otherwise dispose of said leases, or the properties above described, and will not permit or suffer any part of the same to become subject to any lien of any kind whatsoever, and will not remove, or permit any part of said property to be removed from the said Creek and Tulsa Counties, until the indebtedness hereby secured is fully paid; that in event the indebtedness hereby secured, or any part thereof, is not paid,