

NO. 201674

COMPARED

NRS

A G R E E M E N T.

THIS INDENTURE, Made and entered into this 12th. day of April, 1922, by and between HOGUE OIL & REFINING CORPORATION, party of the first part and ARTHUR S. HOGUE, Dr. R.A.HOGUE, F.L.BUSKEY, LEANDER BOUYEA and A.M.MARKSTONE, all of Plattsburg Clinton County, New York, parties of the second part.

WITNESSETH: THAT WHEREAS, the party of the first part is the owner of valid and indefeasible oil and gas mining leases free and clear of all lien incumbrances except a mortgage upon which there is due \$1600.00, and a second mortgage of \$1,000.00 which lease is dated July 21st. 1921 executed by Citizens State Oil & Gas Co. and by B.Jack Oil Co. and recorded in Book 364, Page 113, and recorded in Record 364 at page 112 of the records of the County Clerk of Tulsa County, Oklahoma, covering the following described property, located in Tulsa County, Oklahoma, to-wit:

The Southeast Quarter of the Southeast Quarter of  
Section 20, Township 19, North, Range 12 East of the  
Indian Base and Meridian according to the Government  
Survey thereof and the Northeast Quarter of the South  
East Quarter of said Section 20, Township 19, North  
Range 12 East of said County and State,

NOW, THEREFORE, as security for the payment of 1 promissory note, hereinafter described the party of the first part does by these presents mortgage unto the party of the second part, its successors and assigns, the above described oil and gas mining leases and leasehold estate, and all right, title and interest and estate of said first party in and to all and singular the tenements, hereditaments and appurtenances thereunto acquired, belonging or in anywise appertaining, including all oil and gas wells, oilwell supplies and machinery of every kind and character, buildings derricks, pipe lines, tanks, casings, telephone lines live stock, vehicles located on, in or under said above described property.

This mortgage is given as security for the payment of the following described note, executed and delivered by said HOGUE OIL & REFINING CORPORATION to A S HOGUE, R A HOGUE, F.L.BUSKEY, LEANDER BOUYEA and A M MARKSTONE, as joint and several principals and payable to the order to said A S HOGUE? DR R A HOGUE, FRANK L BUSKEY, LEANDER BOUYEA and A M MARKSTONE, at Merchants National Bank of Plattsburg, N.Y. and with interest at the rate of 6% per annum from maturity until fully paid, to-wit:

Note for \$4200.00  
date.

Date April 12th/22 Payable four Months after

The conditions of this agreement are as follows: The first party herein covenants and agrees:

FIRST: That it will pay said note and interest thereon when due.

SECOND: That it will not sell, mortgage, assign or otherwise dispose of said lease or property above described, and will not suffer or permit any part of the same to be come subject to any lien, of any kind whatsoever, until this mortgage is fully satisfied, and will not remove, or permit any part of said property to be removed out of the said Tulsa County while this mortgage remains a valid lien for any sum thereon.