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COMPARED

AGREEMENT

THIS INDENTURE, Made and entered into this 12th day of August, 1922, by and between Delilah Chisholm nee Tyner, of Tulsa County, Oklahoma, and husband, party of the first part, and The State Guaranty Bank of Tulsa, Oklahoma, a corporation, party of the second part.

WITNESSETH: THAT WHEREAS, The party of the first part is the owner of the one-eighth royalty interest in a valid, existing and indefeasible oil and gas mining lease, free and clear of all liens and encumbrances, dated, executed by Delilah Tyner to Sabine Oil and Marketing Company, and recorded in Book----, Page---- of the records of the Register of Deeds of Tulsa County, Oklahoma, covering the following described property, located in Tulsa County, State of Oklahoma, to-wit:

The North half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Northeast quarter ( $\frac{1}{4}$ ), and the Southeast quarter ( $\frac{1}{4}$ ) of Northeast quarter ( $\frac{1}{4}$ ) of Northeast quarter ( $\frac{1}{4}$ ), and the East half ( $\frac{1}{2}$ ) of Southeast quarter ( $\frac{1}{4}$ ) of Northeast quarter ( $\frac{1}{4}$ ), all in Section Nineteen (19) in Township Twenty-one (21) North and Range Thirteen (13) East, and other lands;

WHEREAS, said Delilah Chisholm nee Tyner has this day executed and delivered her certain promissory note to State Guaranty Bank, Sperry, Okla., party of the second part as joint and several principals, payable without grace and with interest at the rate of ten per centum per annum from maturity until paid, to-wit:

Note for \$1000.00 dated August 12th, 1922, payable February 12th, 1922.

As security for the payment of the said note, and the interest thereupon, the party of the first part hereby sells, assigns, transfers and sets over to the party of the second part her  $\frac{1}{8}$  interest of the mineral oil and natural gas produced and saved from the said premises until the said note and all sums due thereupon 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 of writing, including those required by the pipe line companies or purchasing parties, the Secretary of the Interior of the United States, or those acting under him, as are now, or may hereafter be, necessary to transfer said part of said oil or gas to the party of the second part for secure the payment for same to be made to the said party of the second part.

It is further agreed that party of the second part may, until all sums due upon the said note are fully paid, sell the oil and gas so transferred as above set forth at such times and in such quantities, and at the then market price, as the party of the second part may think proper, the said oil and gas, however, to be sold at intervals, of not more than sixty days, and all moneys received from such sales shall be held by the said party of the second part until the maturity of the said note, or the date to which it has been extended, at which time, if the same is not fully paid, the said party of the second part shall apply to the payment of said note, and as a credit thereupon, an amount not less than eighty per centum of the sum then to the credit of the said party of the second part from such sales of oil and gas. No part of the sums received by the party of the second part from the sale of such oil or gas shall be payable to the party of the first part until the indebtedness hereby secured is fully paid.

It is further agreed that the party of the second part, at the maturity of said note, if there be not sufficient funds to the credit of the party of the second part from the sales of the said oil and gas to fully pay the same, may renew said note for a like term as the original term, without notice to party of the first part, unless party of the