

guarantors, have made, executed and delivered one certain promissory note of even date herewith for \$3900.00, payable to the order of The First National Bank of Tulsa, Tulsa Oklahoma, without grace, and with interest at the rate of ten per cent per annum from maturity until paid, payable August 23, 1922.

NOW, THEREFORE, As security for the payment of said promissory note hereinabove described, the first party does by these presents mortgage to the second party, its successors and assigns, the above described coal mining leases and leasehold estates, 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 coal stored on said land belonging to said first party, and all supplies, and machinery of every kind and character, buildings, shafts, lines, telephone lines, live stock, vehicles, located on, in, or under said above described property, and all other property of every kind and description on the said lease, or belonging to the said lease wherever located; subject, however, to the terms of a certain contract made and entered into between J. M. Wright and first party herein, dated 16th day of June, 1922, copy of which is attached as Exhibit "A" hereto and made a part hereof.

As further security for the payment of said note, and the interest thereupon, the party of the first part hereby sells, assigns, transfers and sets over to the second party, all the royalty interest of the coal produced and saved from the said premises, reserved to it as provided in said Exhibit "A", or any other contract or agreement now existing, or which may be hereafter made, during the life of said leases, provided that the royalties which second party shall receive until said note is paid, shall never be less than that provided in Exhibit "A" hereto, until said note and all sums due thereupon are fully paid; and the party of the first part agrees, upon demand of the second party, to execute any other and further instruments of writing, including those required by the purchasing parties as are now, or may hereafter be necessary to transfer said part of said coal to the second party, or secure the payment for same to be made to the said party of the second part.

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 first part, from the said royalties on coal mined to fully pay the same, may renew said note for a like term as the original term, without notice to the party of the first part, unless first party shall elect at such time to make full payment of the same at the same rate of interest, which interest shall be paid in advance for such renewal term from the sum to the credit of first party from said royalties, and shall be deducted therefrom by second party; and the second party may continue to renew such note from time to time when due, without notice, in the same manner for a like term, and upon the same terms until the amount of said note and interest is fully paid.

First party hereby covenants and agrees that it will pay said note at maturity, and the interest thereon, when due, 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 the said property to be removed from Tulsa County, until the indebtedness hereby secured is fully paid; that in the event the indebtedness hereby secured, or any part thereof is not paid, or the interest thereon is not paid when due, or in the event any of the covenants and agreements hereinbefore set out are violated or broken, the second party may declare the whole sum due and foreclose its lien hereunder; and in event second party shall at any time deem itself insecure for any cause, without assigning any reason