

free and voluntary act and deed, and as the free and voluntary act and deed of the said corporation, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in the City of Newark, the day and year last above written.

(SEAL)

Richard H. Thiele

Notary Public.

My Commission expires Jan 7th 1926.

Filed for record in Tulsa County Tulsa, Oklahoma Feb. 1st 1923 at 1:30 O'Clock P.M. Book 416 page 595

By Brady Brown Deputy

(SEAL) O.G. Weaver County Clerk

220696 GH

AGREEMENT

COMPARED

THIS INDENTURE, Made and entered into this 1st day of February, 1923 by and between F.M. Preisler, of Tulsa, Oklahoma, party of the first part, and The Exchange National Bank of Tulsa, Oklahoma, a corporation party of the second part.

WITNESSETH: That Whereas, the Party of the first part is the owner of an undivided 13/54ths W.I. in and to a valid existing and indefeasible oil and gas mining lease, free and clear of all liens and encumbrances dated May 18th 1922 executed by E.T. McDowell of Denver, Colorado and John F. Hayden of Los Angeles, California Lessors, to R.A. Waxler and F.M. Preisler, and recorded in Book 399 page 426 of the records of the Register of Deeds of Creek County, Oklahoma, covering the following described property, located in Creek County, State of Oklahoma to-wit:

The North Half (N $\frac{1}{2}$) of the Northeast Quarter
(NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section
Twenty-nine (29) Township Nineteen (19), North,
Range Eleven (11) East, containing twenty acres more
or less. *and*

WHEREAS F.M. Preisler party of the first part, executed and delivered his certain promissory note To The Exchange National Bank of Tulsa, Okla. party of the second part, as joint and several principals, payable without grace and with interest at the rate of eight per centum per annum from maturity until paid, to-wit:

Note for \$6,000.00 dated February, 1st 1923, payable Ninety days after date.

Now Therefore, as security for the payment of the said promissory note hereinabove 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 lease 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 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, 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 said lease wherever located.

As further security for the payment of the said note and the interest thereupon,