

Filed for record in Tulsa County, Tulsa Oklahoma, Dec. 20, 1922 at 10:10 o'clock A.M.
in Book 430, page 573

By F. Delman, Deputy

(SEAL)

O. D. Lawson, County clerk

217232

C. J.

COMPARED

AGREEMENT

THIS INSTRUMENT, Made and entered into this 16 day of December, 1922, by and between the Atlantic Petroleum Company, a corporation, of Boston, Massachusetts, party of the first, and The Arkansas Valley State Bank, of Broken Arrow, Oklahoma, a corporation, party of the second part.

WITNESSETH: THAT WHEREAS, The party of the first part is the owner of a valid, existing and indefeasible oil and gas mining lease, free and clear of all liens and encumbrances, originally executed by C. A. Bowles, Guardian of James Bowles, a Minor, to J. A. Bearman, under date of August 12, 1912, and filed for record August 12, 1912, and recorded in Book 132, page 483 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 Northwest quarter of Section Twenty-six (26), Township Eighteen (18) North, Range Fourteen (14) East, containing 160 acres, more or less, and,

WHEREAS, the Atlantic Petroleum Company, a corporation, executed and delivered one certain promissory note to The Arkansas Valley State Bank, 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 \$6000.00 dated December 16, 1922, payable March 16, 1923.

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 part has 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, the party of the first part hereby sells, assigns, transfers and sets over to the party of the second part six-tenths 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 or 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 party 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