

proportionate part of first party, or second parties, for such operation and development, then second parties, or first party, shall have a first prior and valid lien upon the interest of first party, or second party, as the case may be, in and to said leasehold estate, equipment and all oil run or produced, together with interest on the sum or sums so advanced and paid out at 8% per annum, which lien may be foreclosed as mortgages are foreclosed, under the laws of Oklahoma, and in the event of a suit or suits for foreclosure of said lien, second parties shall be entitled to an attorney's fee of \$100.00, and 10% of the amount or amounts due from first party to second parties, or vice versa, which attorney's fee is also secured hereby.

This agreement extends to and is binding upon the parties hereto, their heirs, executors, administrators, and assigns, and the execution and delivery of assignments by first party to second parties as hereinabove provided, shall not abrogate this agreement, but the same shall remain in full force and effect as between the parties hereto until otherwise terminated.

IN TESTIMONY WHEREOF, we have hereunto set our hands and seals individually and By proper officers in quadruplicate the day and year first above written.

ATTEST:

(CORP)
(SEAL)

E. S. Sherman, SEC'Y

NELSON OIL AND GAS COMPANY
a Corporation

By John H. Jones - President

Walter E. Holmes

J. W. R. Crawford Jr.,

Paul Burton - Second parties

STATE OF OKLAHOMA
SS.
COUNTY OF TULSA.

On this 17th day of March, A. D. 1922, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared John H. Jones, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My commission expires April 13, 1924 (SEAL) Beatrice Hoff - Notary Public
Filed for record at Tulsa, Tulsa County, Oklahoma, Mar. 1, 1923 at 11:30 o'clock A. M.
and recorded in Book 444 Page 183.

By Brady Brown - Deputy (SEAL) O. G. Weaver-County Clerk.

(NOTE: Balance of this instrument found on the bottom of page 186)

223157-ACM

REAL ESTATE MORTGAGE

290
8016
MAR 1 1923
WAYNE L. HICKS, County Treasurer
a-9
Deputy

THIS INDENTURE, Made this 28th day of February A. D. 1923 between W. G. Chenoweth and Effie Anna Chenoweth Husband and wife, of the first part, and B. H. Metzger, of Tulsa, County, in the State of Oklahoma, of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Twenty Nine Hundred (\$2900.00) and no DOLLARS the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all of the following described REAL ESTATE situated in Tulsa County, and State of Oklahoma, to-wit: All of lot numbered Three (3) in Block Numbered Eight (8) Clinton addition to the city of Tulsa, According to the recorded plat thereof,

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments