

461

Filed for record in Tulsa County, Tulsa Oklahoma, July 13, 1923 at 1:55 o'clock P. M.
in Book 464, page 149

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

235638 C. J. COMPARED AGREEMENT

THIS INDENTURE, Made and entered into this 12th day of July, 1923, by and between J. S. and W. C. Cates, parties of the first part, and THE EXCHANGE NATIONAL BANK, of Tulsa, Oklahoma, a corporation, party of the second part.

WITNESSETH; THAT WHEREAS, the parties 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, dated -----, executed by----- to----- and recorded in Book---, Page--- of the records of the Register of Deeds of ----- County, Oklahoma, covering the following described property, located in Tulsa County, State of Oklahoma, to-wit:

Undivided 3/8 Interest in the S. W. of S. E. Sec. 2-17-12 and,

WHEREAS, the first parties executed and delivered their certain promissory note to Exchange Nat Bank party of the second part as joint and several principals, payable without grace and with interest at the rate of -----per centum per annum from maturity until paid, to-wit:

Note for \$1500.00 dated 7-12-23 payable Ninety days

NOW THEREFORE, as security for the payment of the said promissory note, hereinabove described, the parties 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 parties 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 parties, 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 parties of the first part hereby sells, assigns, transfers and sets over to the party of the second part three eighths 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 parties 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 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

I hereby certify that I received \$1500.00 and issued
 Receipt No. 7 of 1923 therefor in payment of mortgage
 tax on the within mortgage.
 Dated this 13 day of July 1923
 W. W. Hickey, Deputy
 County Treasurer