

All that certain oil and gas mining leasehold estate, covering the SE $\frac{1}{4}$ of Section 26-14-8, Creek County, known as the Sallie Johnson lease, containing 160 acres, more or less, and

All of that certain oil and gas leasehold estate, covering the NE $\frac{1}{4}$ of 22-18-12, Tulsa County, known as the Jennie Brown lease, containing 160 acres, more or less, and

X All that certain oil and gas leasehold estate, covering the SE $\frac{1}{4}$ of Section 15, Township 18, Range 12, Tulsa County, known as Reese Harvison lease, containing 160 acres, more or less, and

Also all and singular the oil wells, derricks, boilers, engines, casing, tubing, pipe, pipe lines, pump houses, dwelling houses, oil lines, gas lines, tanks, machinery, tools and equipment whatsoever located upon any of the above described leases and used and owned in connection therewith and the operation thereof, together with all and singular the said leasehold estate, terms of years yet to come, rights-of-way, liberties, privileges and appurtenances whatsoever thereunto belonging, granted and secured to the mortgagor by any and all of the above mentioned oil and gas mining leases, covering each and every of said tracts of land above described, and the buildings, fixtures machinery, above mentioned and described.

TO HAVE AND TO HOLD, the same, together with all and singular the tenements and hereditaments and appurtenances thereunto belonging or in any wise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date hereof, in the sum of \$294,000.00 due one year from the date of said note, which said note is made payable to the Shaffer Oil & Refining Company, with seven per cent interest per annum from date, payable quarterly in advance, and ten per cent additional as attorney's fees in case of legal proceedings for the collection of said note, which said note is signed by C. G. Tibbens.

It is understood and agreed that this mortgage shall be made, executed and delivered under and pursuant to the terms of a certain agreement entered into between the mortgagor and mortgagee under date of February 1st, 1924, to which agreement reference is hereto made.

The said mortgagor hereby covenants that he is the owner of a good and valid oil and gas mining leasehold estate in, on and covering the lands above described and that said oil and gas mining leasehold properties are free, clear and discharged of all encumbrances.

That he has good right and authority to convey and encumber the same and that he will warrant and defend the same against the unlawful claims of all persons whomsoever and that said mortgagor agrees to pay all taxes and assessments lawfully assessed or to be assessed against the said properties above described and each of them before the same shall become delinquent.

It is further stipulated, understood and agreed, on the part of the mortgagor, as follows:

- (a) The said mortgagor shall keep the actual possession and control of the properties above described;
- (b) That the said mortgagor shall use reasonable care and diligence to preserve and keep said properties in good condition;
- (c) That this mortgage shall cover any and all equipment whatsoever, to be placed upon said properties, of every kind and character, and become effective and binding upon said properties placed upon any of said leases from and after the date hereof, as if said property were included in and covered by this mortgage at the date of the execution thereof;

(d) No part of said mortgaged property shall be sold or disposed of in any way by the mortgagor, without the written consent of the mortgagee;