

251713 C.J.

AGREEMENT

COMPARED

THIS INDENTURE, Made and entered into this 19th day of February, 1924, by and between M. W. Thompson, of Tulsa County, 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 a valid, existing and indefeasible oil and gas mining lease, free and clear of all liens and encumbrances, dated August 7, 1908, executed by Jennie Bruner, lessor, to W. A. Springer and E. R. Minshall and recorded in Book <sup>53</sup> 255, page <sup>4</sup> 149 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 Southeast Quarter of Section Six (6), Township Nineteen (19) North, Range Twelve (12) East; and

WHEREAS, M. W. Thompson, the mortgage, is the owner of said lease insofar as it covers an undivided one-fourth (1/4) interest in and to said lease covering;

The Northeast quarter of Southeast Quarter of said Section 6, Township 19 North, Range 12 East of the Indian Base & Meridian--- and

WHEREAS, M. W. Thompson executed and delivered his certain promissory note to The Exchange National 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 \$5000.00 dated February 19th, 1924, payable ninety days from 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, the party of the first part hereby sells, assigns, transfers and sets over to the party of the second part his 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 are due upon the said note are fully paid, the said party of the second part shall apply to th 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 extended, at which time, if the same is not fully paid, the said party of the second part shall apply