

with calling for \$8000.00, due October 22nd, 1924, with Interest at the rate of Eight per cent from maturity, payable semi-annually until paid, said note being signed by the Burgess Gasoline Company, a co-partnership, composed of J. J. Riner, Matt McCormick, W. W. Sanders, and H. Ross Campbell, said note being payable to Eugene Wilkinson.

It is further understood and agreed, that upon the full payment and discharge of the indebtedness evidenced by the note above described, together with the interest thereon that may be due and unpaid, to the said party of the second part, together with all cost in collecting same, and an attorney fee of Ten per cent of the Principal if placed in the hands of an attorney to collect, that the above described property shall be re-conveyed to the said parties of the First part.

It is further understood and agree, that this assignment and Mortgage assignment and conveyance shall stand and be as security for each and ever renewal or extension of the promissory note above described, or any part of the note, until said indebtedness is fully paid and discharged, by the undersigned assignors.

But, in the event said note above described, or any interest thereon, or any renewal or any extension thereof shall not be paid when the same becomes due and payable, the party of the second part shall be entitled to foreclose this assignment, and mortgage assignment as a mortgage covering said Gasoline Plant, Gas Contracts and Leasehold estate, and gas rights and to have the same sold together with all of the Mortgagors rights thereto, to satisfy this mortgage assignment and assignment, and said party of the Second part shall be entitled to the immediate possession of said premises, and to the appointment of a receiver.

The said parties of the First part, hereby covenant and agree that at the delivery of these presents, they are the lawful owners of said Gasoline Plant as above described, and the Gas Contracts aforementioned; That the same are free, clear and discharged of and from all former incumbrances, liens and adverse claims whatsoever, and that the said parties of the First part have good and valid title to the same; That they will warrant their title thereunto to said party of the second part, against any and all persons whomsoever claiming same

The Gas Contracts heretofore referred to in this Instrument are recorded in the County Clerks Office of Tulsa County, Oklahoma in Book----- at page No.-----.

It is further understood and agreed, that the terms of this Instrument and conditions therein mentioned shall extend to and be binding upon the heirs, executors, administrators, and assigns of the parties hereto.

In witness whereof, the parties of the First part have hereunto set their hands the day and year first above written.

Burgess Gasoline Company, a co-partnership
composed of,

J. J. Riner Sec.
H. R. Campbell
Matt McCormick

STATE OF OKLAHOMA

NOWATA COUNTY, SS

Before me a Notary Public in and for said County and State on this 22nd day of April 1924, personally appeared J. J. Riner, and Matt McCormick, to me known to be the identical persons who executed the within and foregoing Instrument of writing, and who acknowledged to me that they executed the same as their free voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and Seal this April 22nd, 1924.

My commission expires Oct 12, 1927

(SEAL)

E. Bernice Bricker, Notary Public

STATE OF OKLAHOMA.

TULSA COUNTY, SS. Before me a Notary Public in and for the aforesaid County and State on