

Twenty four (24), Township Twenty two (22) North, Range Thirteen (13) East,
Tulsa County, Oklahoma.

(This mortgage is given subject to a prior and first mortgage given on the 26th
day of July, 1924, to Cornelius Nachtigal, in amount of \$2,000.00)

together with all the right, title and interest and estate of said party of the first part
in and to the same, as well also as all oil, gas, oil wells, gas wells, machinery, buildings,
derricks, tanks, lines, equipment, fixtures, and all and singular the licensees, franchises
and easements belonging thereto, or connected therewith, including the rents, tolls, incomes,
royalties and proceeds therefrom.

TO HAVE AND TO HOLD the same, to the said party of the second part his successors and
assigns, executors, administrators, and all and every person whomsoever lawfully claiming or
so claim the same.

Now, if the said party of the first part shall well and truly pay, or cause to be paid,
any and all sums hereinbefore set out, due and to become due, during the life of this
mortgage, this conveyance shall be void and of no force and effect, otherwise to remain in
full force, effect and virtue.

The party of the first part covenants and agrees that during the life of this mortgage
it will keep said property, and each, and every part thereof, free, clear, and discharged
from all liens, charges, incumbrances or assessments which may or might become superior and
paramount to the lien of this mortgage, and covenants and agrees that the party of the second
part, may at his option, pay any liens, charges, incumbrances or assessments, which may or
might become, a charge or lien against said property, superior and paramount to this mortgage
lien, or to any part thereof, and that said sum so paid, if any, shall bear interest from
the time of payment by party of the second part at 8 percent per annum until paid, and shall
likewise be secured by this mortgage.

The party of the first part covenants and agrees that this mortgage is security not
in the amount of \$20,000.00 above set forth, but also for any indebtedness
only for the principal indebtedness/of the party of the first part to the party of the second
part, during the time that any of the above original indebtedness, or the interest charges
or fees thereon, shall remain unpaid, and is security also for any sums which said party of
the second part shall be obligated to pay, or shall become obligated for, in order to protect
the security of this mortgage, and for any and all other sums for which said party of the
second part shall become liable, whether by agreement or by operation of law, during the life
of this mortgage.

The said party of the first part covenants and agrees that he will make, execute and
deliver any and all necessary assignments, orders, transfer orders or division orders necess-
ary and requisite to vest in the party of the second part, the full right and title to the
proceeds, income and royalties of said leasehold estates, or the oil therefrom, due or to
become due during the life of this mortgage.

The party of the first part covenants and agrees that he will pay the said indebtedness
hereinbefore described, together with the interest, charges and fees thereon, and covenants
and agrees that in the event the indebtedness hereby secured, or any part thereof, is not
paid when due, or in the event any of the covenants and agreements herein set out are violated
or broken, the party of the second part may, at his option, declare the whole sum due and
foreclose this mortgage and the lien thereof, and covenants and agrees that upon the filing
of a petition for foreclosure of said mortgage, the court may, without notice, as a matter of
rights, appoint a receiver to take charge of said proper ties, and the incomes, royalties,
rentals, tolls and proceeds therefrom, and the party of the first part covenants and agrees
that in any suit to foreclose said mortgage, and the lien thereof, whether by suit or by