

party of the second part, during the time when any of the above specified indebtedness shall remain unpaid, and as well also to secure any other sums and amounts for which the party of the second part shall or may become liable to pay, for the protection of this security, and to secure as well any indebtedness which the party of the second part shall become obligated to pay on behalf of the party of the first part, whether by agreement or by operation of law, the said party of the first part has this day bargained, sold conveyed, transferred, assigned, aliened, set over and mortgaged, and does hereby bargain, sell, convey, transfer, assign, alien, set over and mortgage, unto the said party of the second part, the following described property, to-wit:

The one-eighth (1/8) royalty interest of the first party in and to one certain oil and gas mining lease, filed on July 2, 1924, at 3:35 P.M., in the office of the County Clerk, within and for Tulsa County, Oklahoma, covering the following property, to-wit:

The southwest quarter (SW $\frac{1}{4}$ ) of the southwest quarter (SW $\frac{1}{4}$ ) of section five (5) township nineteen (19) north, range twelve (12) east, in Tulsa County, Oklahoma,

Together with all the right title and interest and estate of said party of the first part in and to the same,

To have and to hold the same, to the said party of the second part, its successors and assigns, forever.

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 and 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 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 its 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 the party of the second part at ten (10) per cent 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 only for the principal indebtedness in the amount of (\$10,000.00) ten thousand and no/100 dollars, above set forth, but also for any 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 any and all other sums for which the said party of the second part shall become liable, whether by agreement or operation of law, during the life of this mortgage or for any additional sums of money that may hereafter be loaned to first party by second party.

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