

The West Half ($W\frac{1}{2}$) of the Southeast Quarter ($SE\frac{1}{4}$) of the Southeast Quarter ($SE\frac{1}{4}$) and the Southeast Quarter ($SE\frac{1}{4}$) of the Southwest Quarter ($SW\frac{1}{4}$) of the Southeast quarter ($SE\frac{1}{4}$) except Railroad right-of-way, all in Section 13, Township 20, N. Range 12 E. of the Indian Meridian.

WHEREAS all of said oil and gas mining leases have been assigned to the party of the first part, and are now owned by it.

And WHEREAS E. H. Argue has this day executed his certain promissory note to the second party hereto, payable without grace and with interest at the rate of 10% per annum from maturity, and until paid, to wit: His note for \$10,250.00, dated July 27, 1924, payable 90 days after date.

492 NOW, THEREFORE, in consideration of these premises and all other good and valuable consideration, receipt of which is hereby acknowledged, and as security for the said promissory note hereinabove described said party of the first part does by these presents mortgage unto the second party, its successors or assigns the above oil and gas mining leases, and leasehold estate, and all right, title, 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, livestock, and vehicles, located on, in, or under said above described property, and all other property of every kind and description on said leases, or belonging on said leases, wherever located.

As further security for the payment of said notes and the interest therein, party of the first part hereby sells, assigns, and transfers, and sets over, unto the party of the second part the entire working interest of the mineral, oil and natural gas produced and saved from said premises until the said notes and all sums due thereon 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 in writing, including those required by the pipe line companies or purchasing agents, as are now or may hereafter be necessary to transfer said oil and gas to the party of the second part, or secure the payment for the said to be made to the said party of the second part.

Party of the first part covenants and agrees that it will pay the said note at maturity and the interest thereon when due, and will not sell, mortgage, assign, or otherwise dispose of said leases, or property above described, and will not permit or suffer any part of the same to become subject to any lien of any kind whatsoever, and will not remove, or permit any part of said property to be removed from the said Tulsa County until the indebtedness hereby secured is fully paid. That in event the indebtedness hereby secured, or any part thereof, is not paid or the interest thereon is not paid when due, or in the event any of the covenants or agreements hereinbefore set forth are violated or broken, the party of the second part due and foreclose its lien hereunder as hereinafter provided, and in event the party of the second part shall at any time deem itself insecure for any cause, without assigning any reason therefore, said party of the second part, its successors or assigns, may and are authorized to take any of the following methods to foreclose its lien, including a reasonable attorney's fee, of Ten Dollars (\$10.00) and 10% of the amount due. Party of the second part may take possession of said oil and gas mining lease and leasehold estate, and all property herein described, and maintain, operate, and control the said property and apply the proceeds derived therefrom, after payment of royalty and operating expenses on the payment of said note until the obligations therein described are fully paid, first party agreeing to give to second party immediate, peaceable possession, or, party of second party may