

266230 C.J.

## MORTGAGE

## TREASURER'S ENDORSEMENT

I hereby certify that I received 100 and issued  
 Receipt No. 16334 in payment of mortgage  
 taxes on the within property.

Dated this 28 day of August 1924

W. W. [Signature] gm

THIS INDENTURE made and entered into this twenty-sixth  
 day of August, A. D. 1924, by and between J. E. Fitz-  
 Patrick, party of the first part, and THE FIRST NATIONAL  
 BANK OF TULSA, Tulsa, Oklahoma, a corporation, party  
 of the second part, WITNESSETH:

THAT, WHEREAS, The party of the first part, is justly indebted to the party of the  
 second part in the sum of (\$5,000.00) Five Thousand and no/100 DOLLARS, evidenced by one  
 promissory note of even date herewith, payable ninety (90) days after date, with interest  
 from maturity at the rate of ten (10%) per cent per annum until paid, signed by J. E. Fitz-  
 Patrick, P. K. French, J. Whitney Lewis and R. R. Rhodes,

NOW, THEREFORE, in order to secure the above indebtedness and notes and all exten-  
 sions, renewals, and substitutions thereof, together with all interest, charges and fees  
 thereon, and as well also to secure any and all other indebtedness of the party of the first  
 part to the party of the second part, during the time when any of the above specified indebt-  
 edness 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, con-  
 vey, transfer, assign, alien, set over and mortgage, unto the said party of the second part,  
 the following described property, to-wit:

An undivided Five-thirty-second (5/32) royalty interest in a certain oil  
 and gas mining lease covering the  
 East Half of the Southeast Quarter; and the Northeast Quarter of the South-  
 east Quarter; and the Southwest quarter of the Northeast Quarter; and the  
 South Half of the Southeast Quarter of Northeast Quarter of Section 6, Township  
 19 North, Range Twelve (12) East - Fractional 10 acres being out of Southwest  
 Quarter of Northwest Quarter of Northeast Quarter of Section 6, Township 19 North,  
 Range 12 East, all in Tulsa County, State of Oklahoma,

( The said grantor covenants that he is the owner of said 5/32 royalty interest  
 in all of the oil produced from the said premises and that the full royalty inter-  
 est produced therefrom is 1/8th of all oil produced )

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, oil wells, gas wells, machinery, buildings,  
 derricks, tanks, lines, equipment, fixtures, and all and singular the licenses, 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, 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 mort-  
 gage, 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 mort-  
 gage 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