

corporation, the amount unpaid thereon being the full sum of \$15,000.00, with interest at the rate of seven (7%) from September 28th, 1924, until paid, which said indebtedness and the note evidencing the same is hereby renewed and extended and revamped to that extent and to said extent the said mortgage is hereby continued in force and effect.

(b) An oil and gas mining lease heretofore approved by the Secretary of the Interior dated February 20th, 1905, executed by Julius Barlow to Big Injun Oil & Gas Company, appearing duly of record and covering the Northeast Quarter of Northwest Quarter of Southeast Quarter (NE/4 of NW/4 of SE/4, and Northeast quarter of Southeast Quarter (NE/4 of SE/4) and East Half of Southeast Quarter of Southeast Quarter (E/2 of SE/4 of SE/4; of Section Thirty-six (36), Township Twenty-two (22) North, Range Twelve (12) East, in Tulsa County, Oklahoma, the interest of the said M. Ellis in and to said oil and gas leases being the entire working interest and royalty interest, except that as to the Southeast Quarter of Northeast Quarter of Southeast Quarter; and East Half of Southeast Quarter of Southeast Quarter; it is only the working or seven-eighths (7/8) interest.

WHEREAS, M. Ellis executed and delivered his certain promissory note to The Exchange National Bank party of the second part as joint and several principals, payable without grace and with interest at the rate of seven percentum per annum from maturity until paid, to-wit: Note for \$20,000.00 dated September 16, 1924, payable ninety days \$15,000.00 whereof is the said extended indebtedness heretofore mentioned.

NOW, THEREFORE, as security for the payment of the said promissory note, hereinabove described, the party of the first part does by these presents mortgage unto the party of the second part, its successors and assigns, the above described oil and gas mining lease and leasehold estate, and all right, title and interest and estate of said first party in and to all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise 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, live stock, vehicles located on, in or under said above described property, and all other property and every kind and description on the said lease or belonging to said lease, wherever located.

As further security for the payment of the said note, and the interest thereupon, the party of the first part hereby sells, assigns, transfers and sets over to the party of the second part his interest of the mineral, oil and natural gas produced and saved from the said premises until the said note and all sums due thereupon 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 of writing, including those required by the pipe line companies or purchasing parties, the Secretary of the Interior of the United States, or those acting under him, as are now, or may hereafter be, necessary to transfer said party of said oil or gas to the party of the second part, or secure the payment for same to be made to the said party of the second part.

It is further agreed that party of the second part may, until all sums are due upon the said note are fully paid, the said party of the second part shall apply to that such times and in such quantities, and at the then market price, as the party of the second part may think proper, the said oil and gas, however, to be sold at intervals, of not more than sixty days, and all moneys received from such sales shall be held by the said party of the second part until the maturity of the said note, or the date to which it has been extended, at which time, if the same is not fully paid, the said party of the second part, shall apply to the payment of said note, and as credit thereupon, the sum then to the credit of the said party of the first part with the party of the second part from such sales of oil