and that, until the daily production of oil upon said land shall exceed 400 barrells per day, no oil produced thereon, during the term of this contract, shall be sold to any other parties or in any other manner disposed of by said Oil Company, save as provided in this contract, provided that, in the event that such daily production of oil upan said land shall exceed 400 barrels, then said Oil Company may dispose of the said excess of 400 narrels per day as it may set fit.

All terms, conditiones and provisions of this contract shall extend to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to three copies of this contract, each of which is an original, on this 20 day of November, 1908.

(CORPORATE SEAL)

OKLAHOMA REFINING CO.

ATTEST: Kee R. McKee, Secretary.

By Geo. A. Todd, President.

(CORPORATE SEAL)

THE BONACKER OIL & GAS CO.

ATTEST: L. P. Hedgpeth, Secretary.

By. E. J. Bonacker, President.

WITNESSES TO SIGNATURES OF BOTH CORPORATIONS BY THEIR PRESIDENTS:

Gus SahlaM

W. A. Brownlee

Subscribed and sworn to before me, this 28th, Jany. 1909.

Sam'l. P. McBirney, Notary Public.

(SEAL) My com. exp; June 11-1910.

Subscribed and sworn to before me, this 29th, day of January, 1909.

O. L. Cordell, Notary Public.

(SEAL) My Com. Exp. Nov. 27, 1912.

Filed for record at Tulsa, Okla., Feb. 3, 1909, at 3.15 P. M.

H.C. Walkley, Register of Deeds (SEAL)

## MORTGAGE.

FOR THE CONSIDERATION OF FOUR HUNDRED DOLLARS, the receipt of which is hereby acknowledged, John B. Youngblood and Esmacyoungblood, his wife of Tulsa County, State of Oklahoma, first party, hereby mortgage and convey to C. M. Douglass of Tulsa, Oklahoma, second part, the following described real estate situated in Tulsa County, State of Oklahoma, described as follows, to wit:

Lot Nine (9) in Block Two (2) in the Bliss Addition to the Town of Tulsa, Oklahoma. Together with all the rents and profits therefrom and all improvements, appurtenances, now hereafter in anywise belonging thereto; and the said first party hereby warrants the title thereto against all persons whomsoever. This mortgage is given as security for the performance of the covenants herein, and the payment to said second party, successors and assigns the principal sum of Four Hundred Dollars on the first day of August 1909 with interest these een at the rate of ten per cent per annum until maturity, and at ten per cent per annum after maturity, said interest to be paid annually, principal and interest payable at the office of H. C. Pouder & Company, according to the conditions of the one promissory note of the said parties of the first part, for said amount made and delivered unto said second party, being of even date herewith, and due as above stated.

The said first party s hall not commit or suffer waste, shall pay all taxes and assess-