

State of Oklahoma, County of Rogers, S.S.

Before me Webb Littlefield a Notary Public ~~was~~ in and for said county and State, personally appeared Frank H. Duckworth, who is to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my Notarial seal the 7th day of April A.D. 1910.
(seal)

Webb Littlefield, Notary Public.

My commission expires March 12, 1911

Filed for record at Tulsa, Okla. Apr. 28 1910 at 3:10 O'clock P.M.

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

--- COMPARED ---

AGREEMENT.

THIS INDENTURE, made and entered into this 27th day of April 1910 by and between F.D. Misener party of the first part, and The Exchange National Bank, of Tulsa, Oklahoma, a corporation, party of the second part,

WITNESSETH:

THAT WHEREAS, the party of the first part, is the owner of a valid, existing and indefeasible oil and gas mining lease free and clear of all liens and encumbrances, dated Aug. 15, 1908, executed by A.E. Palmer, Gdn. to D. Hastings and assigned to F.D. Misener and recorded in Book 37 page 584 of the records of the Register of Deeds of Tulsa County, Oklahoma, covering the following described property, located in Tulsa County, State of Oklahoma, to-wit:

S.E. 1/4 of N.E. 1/4 Section 18 Twp. 21 R. 13 East.

NOW THEREFORE, as security for the payment of one promissory note hereinafter described the party of the first part does by these presents mortgage unto party of the second part, its successors and assigns, the above described oil and gas mining lease and leasehold *and singular the tenements hereditaments and appurtenances thereunto appurtenant including all* estate, and all right, title and interest and estate of said first party in and to 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 describe property. and all other property of every kind and description belonging to said lease, and leasehold, estate, wherever located.

As further security for the payment of said note, the first party mortgages to second party the full part of all oil or gas produced and saved from said premises, during the life of this mortgage; first party hereby agreeing on demand of second party to immediately execute all papers and instruments, including those required under pipe-line regulations, necessary to transfer said part of oil or gas to said second party, the proceeds of which are to be applied on the payment of the note hereinafter mentioned.

This mortgage is given as security for the payment of the following described note;; executed and delivered by F.D. Misener to The Exchange National Bank of Tulsa, Oklahoma, as joint and several principals; and payable to the order of said The Exchange National Bank of Tulsa, at its offices in Tulsa, Oklahoma, without grace, and with interest at the rate of 8 per cent per annum from maturity until fully paid to-wit:

Note for \$2500.00 date April 27, 1910, payable June 27, 1910.

The conditions of this agreement are as follows:

The first party herein covenants and agrees: