

17, and the Southeast quarter of the southeast quarter of section 18, all in Township 20, North, range 13 East, now in Tulsa County, Oklahoma, the same having been transferred by said original lessee to Frank B. Ufer, on the 29th day of September, 1908, and by him to the undersigned on the 10th day of May, 1909, and that each of said transfers, as well as the lease itself, has been duly approved by the Secretary of the Interior, but the royalty on oil has been changed from one tenth to one-eighth.

2nd. The undersigned hereby further represents and warrants that, save and except indebtedness of not exceeding \$7,500.00 growing out of the purchase and being a part of the purchase price of said lease, and save and except the royalty therein specified to be paid, said lease and the leasehold estate and all improvements thereon and all oil, gas and other minerals to be produced therefrom are free and unincumbered, so that no lien, charge or claim of any kind whatsoever exists against the same or any part thereof. And the undersigned hereby covenants and agrees that out of the funds this day advanced by said Southern Trust Company, amounting to \$25,000, it will within 10 days from this date discharge said purchase indebtedness mentioned above as not exceeding \$7,500.00, and exhibit, and, if demanded, deliver to said Southern Trust Company full and complete evidence of such payment and all proper releases and acquittances.

3rd. There will be filed by the undersigned at once, and within 10 days from the date hereof, with The Texas Company, at Tulsa, Oklahoma, a division order on said company's form P.L. 227, signed by all the parties at interest and approved by the United States Indian Superintendent, whereby the proceeds of one-half of all oil to be run after the date hereof under said lease or from said land, less royalties only, shall be paid over by The Texas Company to said Southern Trust Company from month to month. And it is hereby agreed that such division^{order} shall remain in force and the amounts turned over thereunder shall be applied by the said Southern Trust Company when received on the two notes for \$12,500. mentioned in the beginning until the same shall have been fully paid.

Fourth. It is also warranted by the Letcher-Raymond Oil Co., that the oil production of said land is or will be made and kept such that at least \$800.00 each month shall be received by said Southern Trust Company from the proceeds of oil, as provided in the last paragraph thereof; that the undersigned is solvent and will maintain its solvency and financial responsibility until said notes of even date are fully paid; and that, until that time, the terms and conditions of said lease shall be complied with, as that the same shall remain in full force and effect.

5th. And the said Letcher-Raymond Oil Company does hereby and by these presents give and grant unto the Southern Trust Company, its successors and assigns, a mortgage on all casings, derricks, tools, boilers, engines, boiler houses, pipe lines, pumping and drilling outfits, tanks, tubing, machinery, appliances and improvements on said premises, including one-half of the oil production therefrom except the royalty, all of which are hereby represented and warranted to be free, clear and unincumbered. It is intended hereby to create a lien, which shall be a first lien on all of the property above described, including one-half of the gross oil production of said land less royalties, and the said Letcher-Raymond Oil Company covenants that it will from time to time, until the indebtedness secured hereby is fully paid execute such other and further division orders and assurances of title and transfer as may be requested by said Southern Trust Company for the reasonable and proper enforcement hereof,