

My commission expires Feb 23, 1912.

(SEAL)

Orville S. Booth, notary Public.

State of Oklahoma, Tulsa county, SS.

Before me, a notary Public within and for said county and state, on this 26th day of January, 1911, Personally appeared H. C. Stahl, to me known to be the identical Person who executed the above 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.

Witness my hand and notarial seal the day and date above written.

My commission expires Feb 23, 1912.

(SEAL)

Orville S. Booth, notary Public.

Filed for record at Tulsa, Okla., Feb 1, 1911, at 10:50 A. M.

H. C. Walkley, register of deeds. (SEAL)

COMPARED

AGREEMENT

This indenture made and entered into this 1st day of February, 1911, by and between S. Rabinovitz 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 an undivided one-half ($\frac{1}{2}$) interest in a valid, existing and indefeasible oil and gas mining lease, free and clear of all liens and encumbrances, dated, executed by to and recorded in Book Page of the records of the registered of deeds of county, Oklahoma, covering the following described Property, located in county, state of Oklahoma, to-wit:

The east one half ($\frac{1}{2}$) of the southwest quarter ($\frac{1}{4}$) of the east one half ($\frac{1}{2}$) of the southeast quarter ($\frac{1}{4}$) less ten (10) acres out of the northwest corner of said east one half ($\frac{1}{2}$) of the southeast quarter ($\frac{1}{4}$) all in section nine (9), township twenty-one (21) north, range thirteen (13) east, Tulsa county, Oklahoma.

Now, therefore, as security for the Payment of a 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 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 acquired, belonging or in any wise 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 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 his entire 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 S. Rabinovitz 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 \$5000.00, date February 1st, 1911, Payable May 1st, 1911.