

MOBILE

BOOK 134

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WHEREAS, Mortgagor is indebted to Mortgagee for the sum of THREE THOUSAND FIVE HUNDRED TWENTY-EIGHT AND 50/100 DOLLARS (\$ 3,528.50), evidenced by promissory note or notes dated January 30, 1963 196  , payable as follows:

On Demand

WHEREAS, Mortgagor desires to secure the payment of such sum and interest and any and all other sums which he may, at any time hereafter owe Mortgagee, the Mortgagor has and by these presents does sell assign, transfer, convey and mortgage unto the Mortgagee, its successors and assigns, all of his said right, title and interest in and to the above described oil and gas mining lease and leasehold estate, including all lease equipment and a like interest in and to all machinery, engines, boilers, engine house and all other machinery, equipment and fixtures now on said leasehold estate or hereafter placed on said estate belonging to Mortgagor and all other right, title, interest and estate of Mortgagor in and to all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, including all oil now stored on said premises.

And Mortgagor, upon demand of the Mortgagee, agrees that he will execute any other and further instruments of writing, including those required by the pipeline company or other purchasers of the oil or gas produced from said premises, which may be necessary or advisable to enable such purchaser to pay to the Mortgagee the proceeds of such oil or gas accruing to the interest hereof assigned and which proceeds so collected by the Mortgagee shall be by it applied on said indebtedness.

The Mortgagor hereby covenants and agrees that:

1. The Mortgagor will pay promptly as and when the same respectively becomes due, whether by lapse of time or by declaration or otherwise, the principal and all installments of the principal of, and all interest on the note or notes and all other indebtedness herein secured.
2. The Mortgagor will perform or cause to be performed all covenants, conditions, obligations and provisions of the note or notes, of all applications and of all agreements however evidenced heretofore, or hereafter entered into between the Mortgagor and the Mortgagee, connected in any manner whatsoever with the incurring of or the security for the indebtedness hereby secured.
3. The Mortgagor is lawfully seized of the property and has good right to grant, sell, bargain, alien, release, convey, assign, warrant, transfer, mortgage and pledge the same; that the Mortgagor has and will preserve good and indefeasible title to the