

Fee Paid in Montgomery County

Reg. No. 547

Fee Paid \$140.00

BOOK 162 27013  
 STATE OF KANSAS,  
 MONTGOMERY COUNTY, SS 22<sup>00</sup>

This instrument was filed for record on  
 the 20 day of Sept A. D. 1971 at  
 8:30 o'clock A. M. and duly recorded  
 in book 223 of mtg. page 110

Nora Steinberger  
 By \_\_\_\_\_ Deputy

## REGISTRATION FEE

Amt. of indebtedness \$55,950 Fee \$140.00

Paid this 20 day of Sept 19 71  
 No. 547

NORA STEINBERGER

Register of Deeds, Montgomery County, Kansas

MORTGAGE, SECURITY AGREEMENT,  
 FINANCING STATEMENT AND ASSIGNMENT

This Mortgage, Security Agreement, Financing Statement and  
 Assignment, dated August 24, 1971, by and between

Layton Oil Company, a Delaware  
 corporation, whose address is  
 P. O. Box 263, Independence, Kansas

(hereinafter referred to, jointly and severally if more than one, as the "Grantor" and so called herein in the singular, whether one or more), and THE FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA, a national banking association (hereinafter referred to as the "Bank"),

WITNESSETH, that, in consideration of the debt hereinafter mentioned, and of \$1.00 paid by the Bank to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell, convey, assign, mortgage and pledge unto the Bank the following (hereinafter sometimes collectively called the "mortgaged property"):

A. All of the oil and gas interests and other interests and property of every kind and character described and set forth in Exhibit A attached hereto and made a part hereof, subject, however, to the restrictions, exceptions, conditions, limitations and other matters, if any, set forth in the specific descriptions of said properties and interests in Exhibit A hereto.

B. All of the Grantor's right, title and interest in, to and under, or derived from, operating agreements, unitization agreements, pooling agreements and orders of regulatory agencies providing for pooling and unitization, whether now or hereafter made, and the units created thereby, which relate to any of the properties and interests described in Exhibit A hereto, whether or not such agreements and orders be described in said Exhibit A.

C. All of the Grantor's right, title and interest in, to and under, or derived from, oil, casinghead gas and gas sales, purchase, exchange and processing contracts and agreements, and all other contracts, agreements and instruments, whether now in existence or hereafter made, which relate to any of the properties and interests described in said Exhibit A hereto, whether or not such contracts and agreements be described in said Exhibit A.

D. Without limiting the foregoing, all of the Grantor's right, title and interest (whether now owned or hereafter acquired by operation of law or otherwise)