

from said land any coal, minerals, stone or other substances of any character whatsoever, such drilling or mining shall operate to make the debt which this mortgage secures payable upon demand, and second party ^{shall} be entitled to demand and receive from the first parties full payment of said mortgage ^{at} any time he (said second party) may demand such payment; and in the event said first parties fail to pay said debt immediately upon such demand being made, then the second party shall be entitled to enforce the payment of such debt by action to foreclose this mortgage the same as if the first parties had defaulted in the performance of all of the ^{other} provisions hereof resting upon them to do.

And the said parties of the first part, for the said consideration do hereby expressly waive appraisal of said real estate, and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said parties of the first part hereunto subscribe their names and affix their seals the day and year first above mentioned.

Carl C. Magee (SEAL)

Grace G. Magee (SEAL)

STATE OF OKLAHOMA; COUNTY OF TULSA.))SS.

Before me, Vance Graves, a Notary Public, in and for said County and State, on this 22d, day of October, A. D., 1908, personally appeared Carl C. Magee and Grace G. Magee, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Vance Graves/ Notary Public/

(SEAL) My commission expires Nov. 28, 1911.

Filed for record Oct. 24, 1908., at 5 P. M.

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

CONTAINED

OIL AND GAS LEASE.

THIS AGREEMENT, Made this 19th, day of October, A. D. 1908, between Mary Isaac, single woman, lessor and ^{Arthur} L. Funk and John H. Korndorfer Lessee,

WITNESSETH: That the lessor, in consideration of Twenty and no/100 (\$20.00) Dollars the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained, ^{do} hereby grant, demise and ^{grant} ~~let~~, unto the lessee their heirs, successors ^{and} assigns, ^{with the} all of the oil and gas in or under the following described tract of land ^{and also said tract of land} for the purpose and ^{exclusive} right of operation thereon for said oil and gas, together with the right of way, the exclusive right to lay pipelines over and upon, to erect and maintain all machinery buildings, powers, tanks, fixtures, etc., necessary or required in the operations for oil and gas and also the right to remove at any time all property placed thereon by the lessee, which ~~said~~ tract of land is situated in the County of Tulsa, State of Oklahoma, to wit:

The North West quarter of the North West Quarter of Section Eleven (11) Township Sixteen (16) North, Range Thirteen (13) East, containing in all (40) Forty acres, more or less

TO HAVE AND TO HOLD THE SAME unto the lessee their heirs, successors and assigns, for the term and period of Fifteen (15) years from the date hereof, and as much longer as oil or gas ^{is} found in paying quantities thereon;