payable upon demand, and second party hereto shall be entitled to demand and receive from the first parties full payment of said mortgage debt at any time he (said second party) may demand such payment; and in the eventxxxix first parties fail to pay said debt immediately upon such demand being made, then the second party shall be entitled to enforce thepayment of such debt by action to foreclose this mortgage the same as if first parties had defaulted in the performance of all vother provisions thereof resting upon them to do.

And the said parties of the first part, for the said consideration do hereby expressly waive appraisement of said real estate, and all benefirt 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 seal, ton the day and year first above mentioned.

E. A. B. Wells

(SEAL)

Lucy A. Wells

(SEAL)

STATE OF OKLAHOMA ) SS.

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Before me, Sam'l / P. McBirney, Notary Public, in and for said County and State on this I3th, day of November 1908, DA, D., 190- personally appeared E. A. B. Wells and Lucy A/ Wells, husband and wife and--- 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.

Sam'l. P. McBirney,

(SEAL) My commission expires June 11-1910.

Notary Public

Filed forr ecord Nov. 13, 1908. at 10.25 A. M.

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

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## AGREEMENT.

THIS AGREEMENT, Made and entered into this 7th, day of November, 1908, by and between Albert L. Lloyd, party of the first part and the Justin Oil Company, party of the second part WITNESSETH: That, Whereas, on the 6" day of June, A. D., 1908 the said parties hereto entered into a n oil and gas lease on the following described premises, situated in Tulsa County Oklahoma, to-wit:

SE/4 of SE/4 of NW/4 of Section Nineteen (19), Township Twenty (20) North, Range Thirteen (13) E.

And, Whereas, Said oil and gas lease entered into as aforesaid was on the form prescribed by the Departement of the Interior;

And, Whereas, the said Albert L. Lloyd is a mixed blood citizen of the Cherokee Ntaion of less than One-Half Blood, and of the class whoes restrictions were removed by Act of Congress of May 28, 1908, known as the removal of Restrictions Act: and

WHEREAS, The said parties hereto desire to enter into what is known as a Commercial Oil and Gas Lease, independent of the Departement of the Interior and instead and in place of the said Departement Lease, and

WHEREMS, the consideration for executing the Departement lease was the sum of Two Hun-