

SEVENTH: It is further agreed by and between the parties hereto that should drilling be commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said premises, whether by shaft mining, stripping, or any other process for the purpose of removing 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 parties hereto shall be entitled to demand and receive from the first parties full payment of said mortgage debt at any time they (said second parties) may demand such payment; and in the event of the first parties failure to pay said debt immediately upon such demand being made, then the second parties 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 the other provisions hereof resting upon them to do.

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

John Barrett (SEAL)

Myrtle Barrett (SEAL)

STATE OF OKLAHOMA, COUNTY OF TULSA.) SS.

Before me, F. M. Sutton, a Notary Public, in and for said County and State, on this 25th day of November/ A. D., 1908, personally appeared John Barrett, and Myrtle Barrett, 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.

F. M. Sutton,

(SEAL) My commission expires March 16, 1911.

Notary Public.

Filed for record Nov. 27, 1908. , at 9.05, A. M.

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

COMPARED

ORDER CONFIRMING SALE OF REAL ESTATE.

STATE OF OKLAHOMA,)
TULSA COUNTY.)

IN THE COUNTY COURT/ PROBATE No. 11.

IN THE MATTER OF THE GUARDIANSHIP OF FLORENCE ROACH, LEROY ROACH and LILLIE ROACH, MINORS.
NOW, on this 17th, day of October, 1908, there coming ^{on for hearing} ~~on to be heard~~ the return of sale ^{made by} of Tuxie Roach, as the Guardian of the Estate of Florence Roach, Leroy Roach and Lillie Roach, minors, and said Guardian appearing (A) in person and by Lawrence & Lawrence, his attorneys, and no objection being filed ^{to} said return of sale, and no person appearing against the confirmation thereof; and it appearing to the Court that notice of this hearing was given as required by law and the order of the Court, and proof of posting notices hereof as required by said order is on file herein, and the Court having examined said return, and having heard and considered the evidence of witnesses offered in support of said return and being fully advised in the premises finds: