

It is further agreed and understood that the said second party may pay any taxes or assessments levied against said premises, or other sums necessary to protect the rights of said second party, or assigns, including insurance upon buildings, and recover the same from the first parties with five per cent interest, and that every such payment is secured hereby.

It is further agreed that upon breach of the warranty herein, or upon failure to pay when due, any sum, interest or principal secured herein, or any taxes or assessments herein mentioned or to comply with any requirements herein, the whole sum secured hereby shall at once and without notice become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of five per centum per annum; said party of the second part shall be entitled to foreclose this mortgage, according to law, and have the said premises sold and the proceeds applied to the payment of the sum secured hereby. Appraisement of said premises is hereby expressly waived.

Dated this 23rd, day of November, A. D., 1908.

Shelby W. Marr

Anna Marie Marr.

STATE OF OKLAHOMA, TULSA COUNTY,) SS.

Before me, C. H. Vincent, a Notary Public in and for said County and State, on this 25th day of November 1908, personally appeared Shelby W. Marr and Anna Marie Marr, to me known to be the identical persons, and to me known to be husband and wife, 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 above written.

C. H. Vincent,

(SEAL) My commission expires Jan. 21st, 1912.

Notary Public.

Filed for record Nov. 28, 1908, at 2.20 P. M.

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

COMPARED

OIL AND GAS LEASE.

KNOW ALL MEN BY THESE PRESENTS: that, Whereas, on the 17th, day of June, 1908, H. C. Payne, otherwise known as Henry C. Payne, Guardian of the person and estate of Ruth A. Payne, a minor, filed in the County Court of Tulsa County, Oklahoma, his verified petition setting forth the condition of the estate of his ward, and facts and circumstances showing the necessity and expediency of the sale of an oil and gas lease upon the hereinafter described real estate of his said ward; and,

WHEREAS, It appears from said petition that it was necessary and would be beneficial to the ward that said oil and gas lease upon said premises should be sold, and the said Court then and there made an order directing the next of kin to the said ward and all persons interest in the said estate to appear before the Court at a time and place therein specified, to wit: On the 17th, day of June, 1908:

AND, WHEREAS, The said County Court at the said time and place appointed in said order heard and examined the proofs and allegations of the petitioner, and there being no objections to the order of sale, and the guardian being examined, and it appearing after such ^{full} ~~full~~ examination, necessary and for the benefit of the ward that an oil and gas lease upon the hereinafter described premises should be sold, and it was by the Court ordered that an oil and gas lease for the period of five (5) years