

visions of the fourth special covenant hereinbefore set out.

Sixth, In the event of suit being brought to foreclose this mortgage by reason of any default entitling the holder hereof to a foreclosure, an additional sum of \$25.00 for attorney's fees shall be recovered and shall be included in any judgement or decree of foreclosure and as a part of the indebtedness secured by this mortgage.

Seventh: The said first parties hereby waive notice of the election to declare the whole debt due in accordance with the terms of this mortgage and waive the benefit of appraisal of the premises in any judicial sale thereof at the election of the holder of this mortgage.

Eighth: Said mortgagors agree to pay any tax that may be assessed against this mortgage under the laws of the State of Oklahoma.

Dated this 18th day of Sept. 1922.

C. A. Murphy,  
Martha J. Murphy,

State of Oklahoma }  
Tulsa County } SS

Before me A. M. Engel a notary public in and for said county and State, on this 18th day of Sept. 1922 personally appeared C. A. Murphy and Martha J. Murphy, his 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 the 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 set forth.

My commission expires April 5th, 1926.

(SEAL) A. M. Engel, Notary Public.

Filed for record in Tulsa County, Okla. on Oct. 16, 1922, at 2:45 P.M. and duly recorded in book 428 - page 477, By F. Delman, Deputy. (SEAL) O.D. Lawson, County Clerk.

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211330 - BH COMPARED

#### ASSIGNMENT OF OIL AND GAS LEASE.

Know all men by these presents: That Edward Yoder, of Tulsa, Okla., on this 20th day of April 1921, for and in consideration of the sum of One Dollars and other valuable considerations, the receipt whereof is hereby acknowledged, do hereby assign, sell, transfer and set over unto A. A. Gillispie, undivided one-half right, title and interest in and to an Oil & Gas Mining Lease, given and executed by Mary P. Jay and William S. Jay/<sup>wife</sup> and husband, of Lincoln, Nebraska. ("all" or the part transferred) to Jas. R. Kline of Tulsa, Okla. dated 22nd day of July, 1918 and recorded at Tulsa, Okla. with the Register of Deeds, on the 25th day of February, 1919 in book 243 of -- page 563, and covering the following described property, to-wit: The south east quarter of the northeast quarter of section eighteen (18) township seventeen (17) north range thirteen (13) east containing forty (40) acres more or less, to the extent of an undivided one-half interest in and to the above described land.

To have and to hold unto the said A. A. Gillispie, successors or assigns, according to the terms and conditions in said lease. The said A. A. Gillispie is to perform all the conditions and covenants mentioned in said lease.

That he is the lawful owner and holder of said Oil and Gas Mining Lease and the same is free from all incumbrances, and that he has good right and title to sell and assign the same.

In witness whereof, I have hereunto set my hand and seal the day and year/<sup>first</sup> above written.

Edward Yoder,