

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF OKLAHOMA }

COUNTY OF TULSA }

SS.

Before me, Clayton A. Lynch, a Notary Public in and for said County and State, on this 4th day of August, 1922, personally appeared M. A. DeVinna to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires 7-7-25

(SEAL)

Clayton A. Lynch, Notary Public

ACCEPTANCE BY ASSIGNEE

The assignee in the above and foregoing assignment, made subject to the approval of the Secretary of the Interior, hereby accepts such assignment and agrees to fulfill all the obligations, conditions, and stipulations in said described indenture of lease, when assigned, and the rules and regulations of the Secretary of the Interior applicable thereto, and to furnish proper bond guaranteeing a faithful compliance with said lease and this agreement.

IN WITNESS WHEREOF, the said assignee, has hereunto set their hand and seal this 17th day of August, 1922.

ATTEST:

Burt H. Collins, Secretary.

(CORPORATE SEAL)

Echo Oil Company

DEPARTMENT OF THE INTERIOR.

Washington, D.C. Sep. 29, 1922.

By Donald P. Oak

APPROVED: Subject to the conditions attached

to the lease.

F. M. Goodwin, Assistant Secretary.

Vice President

Filed for record in Tulsa County, Tulsa Oklahoma, Jan. 3, 1923 at 1:40 o'clock P. M. in Book 434, page 45

BY Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

218059 C. J. COMPARED

REAL ESTATE MORTGAGE

TREASURER'S ENFORCEMENT

I hereby certify that I received \$2,280.00 and issued Receipt No. 1114 therefor in payment of mortgage tax on the within mortgage.

Dated this 11th day of August, 1923.

WAYNE L. DICKEY, County Treasurer

Deputy

KNOW ALL MEN BY THESE PRESENTS: That L. H. Agard and W. G. Agard, her husband, of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to H. A. Marshall party of the second part, the following described real estate and premises

situated in Tulsa County, State of Oklahoma, to-wit:

Lot Eighteen (18), Block One (1), Rayburn's sub-division of lot

Three (3), Section 9, Township 19 North, Range 12 East,

with all improvements thereon and appurtenances thereto belonging and warrant the title to the same.

This mortgage is given to secure the principal sum of SEVEN HUNDRED \$ DOLLARS with interest thereon at the rate of eight per cent. per annum payable -----annually from date according to the terms of twenty-eight certain promissory notes described as follows, to-wit:

Twenty-eight notes of \$25.00 each signed by Agard Building Company to H. A. Marshall

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee SEVENTY \$ Dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon