on said note and this mortgage, as attorney's fee for such foreclosure in addition to all other legal costs, and that such attorney's fee shall be a lien upon the land above described and a part of the debt secured by this mortgage. Appraisement of said premises is hereby waived or not at the option of the party of the second part.

Witness -----hand-----the day and year first above written.

Allie B. Kenyon, nee Couch,

Grant &. Kenyon.

ACKNOWLEDGMENT

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STATE OF OKLAHOMA)
COUNTY OF MUSKOGEE)

Before me, the undersigned, a Notary Public, in and for said County and State, on this 12th, da: of March, 1923, personally appeared Allie B. Kenyon, nee Couch, and Grant G. Kenyon, her husband, to me known to e 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.

Witnessmy hand and official seal this day and year last above written.

(SEAL) Aurelius H. Jones, Notary Public.

My commission expires Sept. 26th, 1925.

Filed for record in Tulsa Tulsa County, Oklahoma, March, 16th, 1923, at 10 A.M. and recorded in Book 446, Page 225.

By Brady Brown, Deputy.

(SEAL) O. G. Weaver, County Clerk.

224640-GB (A)MPARED

RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into on this 8th, day of March, 1923, by and between C.H. Mehlhora, and Jessie M. Mehlhorn, his wife hereinafter called the Grantor, and Oklahoma Natural Gas Company, hereinafter called the Grantee,

WITNESSETEH that said Grantor for and in consideration of the sum of \$20.00 Dollars to him in hand paid by said Grantee, the receipt of which is hereby acknowledged, and for and in consideration of the agreements and covenants hereinafter contained, does hereby grant to the said Grantee, the Right of Way to lay, maintain, operate, relay and remove a pipe line 80 rods long, and located in accordance with plat of definite location on the back hereof, for the purpose, of the transportation of Natural Gas with right of ingress and egress to and from the same, on over and through certain lands situated in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

The East Half of the Southwest Quarter of the Southeast Quarter of Section 29, Township 20 North, Range 13 East.

IT IS HEREBY MUTUALLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:

- 1. That the said Grantor is to fully use and enjoy the said premises, except the easement for the purpose hereinbefore granted to said Grantee.
- 2. That said Grantee hereby covenants to bury its lines of pipe so that the same will not interfere with the cultivation of said premises.
- 3. That the Grantee shall shall have the right at any time to change the size of its line of pire.
- 4. That the Grantee shall pay all damage to fences, crops and premises, which may be suffered by reason of laying, maintenance, operation or alteration of said lines of pipe. If not mutually agreed upon, said damages are to be ascertained and determined by three disinterested persons, one thereof to be appointed by the owner of the premises, one by the Grantee, and the third by the two so appointed as aforesaid and the award of two of such three persons shall be final and conclusive.