## once, and without notice. COMPARED

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SIXTH: The said first party shall pay all expenses of collecting the insurance herein referred to, and in the event action is brought to foreclose this mortgage, or to recover on the insurance policies, a reasonable attorney's fee of not less than ten per cent of the face value of the note or notes herein described shall be added, which this mortgage also secures.

SEVENTH: The said first party, for said consideration, does hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay kws of the state in which said property is located.

EIGHTH: The conditions, covenants and obligations of this instrument shall apply to and be binding upon the successors, administrators, executors, heirs or assigns, as the case may be, of all parties hereto.

THE FOREGOING CONDITIONS BEING PERFORMED, THIS CONVEYANCE TO BE VOID, OTHERWISE IT IS OF FULL FORCE AND VIRTUE.

IN TESTIMONY WHEREOF, said first party has hereunto set his hand on the day and year first above written.

W. S. Lutts Leila D. Lutts

## STATE OF OKLAHOMA) HASHELL COUNTY

Before me, the undersigned Notary Public, in an for said County and State, on this 19th day of April 1925, personally appeared W.S. Lutts 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.

Witness my hand and official seal the day and year above written. My commission expires January 5, 1924 (SEAL) H. B. Cook, Notary Public STATE OF OKLAHOMA )

SELIINOLE COUNTY

228989 C.J.

Before me, the undersigned Notary Public, in and for said County and State, on this 21st day of April, 1923, personally appeared LEILA D. LUTTS, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her 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. My commission expires Sept. 11th, 1923 (SEAL) Grace Gladden, Notary Public Filed for record in Tulsa County, Tulsa Oklahoma, April 28, 1923 at 2:00 o'clock P. M. in Book 450, page 250

By Brady Brown, Deputy (SEAL) O. G. Weaver, County Clerk

OIL AND GAS LEASE CONTRARED

AGREEMENT, Made and entered into the 21st. day of April 1923 by and between John Still and Fannie Still, his wife, of Yonkers hereinafter called lessor (whether one or more), and S. E. Dieckmann, Wagoner, Okla. hereinafter called lessee.

WITNESSETH, That the said lessor for and in consideration of FIFTY DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter contained on the part of lessee to be paid, kept and performed, has granted, demised, leased and let and by these presents do grant, demise, lease and let unto the said lessee, for the sole and only purpose of mining and operating for oil and gas, and laying