

demand with interest up to the time of such payment, and, if not enough therefor, then apply what remains: and the balance of such proceeds, if any, shall be paid to the said parties of the first part or their legal representatives: and in case of the foreclosure of this trust by suit, it is agreed that an attorney's fee of ten per cent, upon the amount found due shall be included in the judgment and decree of foreclosure.

And the said party of the second part, covenants faithfully to perform the trust herein created. Parties of the first part, for said consideration, do hereby expressly waive appraisement of said real estate and all benefits of the homestead exemption and stay laws in Oklahoma.

And the said party of the second part hereby lets said premises to said parties of the first part, until a sale be had under the foregoing provisions therefor, upon the following terms as conditions thereof to-wit:

The said parties of the first part, and every and all persons claiming or possessing such premises and any part thereof, by, through or under them shall or will pay rent therefor during said term, at the rate of one cent per month, payable monthly, upon demand, and shall and will surrender peaceable possession of said premises, and any and every part thereof, sold under said provisions, to said party of the second part, his successors, assignees, or purchaser thereof under such sale, within ten days after making such sale, and without notice or demand therefor.

IN WITNESS WHEREOF, The said parties have hereunto set their hands and seals the day and year first above written.

Executed in the presence of

L. H. Agard

W. G. Agard.

STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS.

BEFORE me, a Notary Public, in and for the above named County and State of this 3rd day of April, 1924, personally appeared L. H. Agard and W. G. Agard, her husband, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal, the day and year last above written.

My commission expires Feb'y 11, 1928. (Seal) M. Branson, Notary Public

Filed for record in Tulsa, Tulsa County, Oklahoma, on April 3rd 1924 at 3 o'clock P. M. in Book 485 page 215

Brady Brown, Deputy

(Seal)

O. G. Weaver, County Clerk

# 254969 M H

RELEASE OF OIL AND GAS LEASE COMPARED

KNOW ALL MEN BY THESE PRESENTS: That the undersigned James S. Terry of Tulsa, Oklahoma lessee in a certain oil and gas mining lease executed by Mrs Alma Arnall and her husband, E B. Arnall of Tulsa, Oklahoma lessors and the undersigned lessee dated January 12th, 1924, does by these presents cancel, release relinquish and surrender unto the above named lessors, all right, title and interest of the said undersigned James S. Terry in and to said lease covering the following described premises, to-wit:

An undivided 1/2 interest in The North one-half (N $\frac{1}{2}$ ) of the Northwest quarter (NW $\frac{1}{4}$ ) of the Southeast quarter (SE $\frac{1}{4}$ ) and the southwest quarter (SW $\frac{1}{4}$ ) of the northwest quarter (NW $\frac{1}{4}$ ) of the southeast quarter (SE $\frac{1}{4}$ ) Section 7 Township 20 N. Range 13 E. and containing Thirty (30) acres more or less situated in the County of Tulsa and State of Oklahoma said lease being recorded in the office of the Register of Deeds in and for said County, in Book 463 of --- on page 105