42

this mortgage that he will pay a reasonable attorneys fee of Twenty-five Hundred (\$2500.00)

Dollars, which this mortgage also secures. It is understood that two additional mortgages have been executed to secure the note above described, and that each of the said mortgages provides for an attorneys fee of Twenty-five Hundred (\$2500.00) Dollars in case of foreclosure. It is expressly understood and agreed that the total attorneys fee, in case of foreclosure of any one or all three of the mortgages securing said note, shall not exceed Twenty-Five Hundred Dollars.

The said the

Party of the first part, for said consideration, does hereby expressly waive all benefits of the homestead, exemption and stay laws of Oklahoma.

Dated this second day of May , 1924.

Edwin L. Gluck

By W. C. Lemm

Attorney-in-fact

STATE OF OKLAHOMA) SS.

BEFORE ME, Gretchen H. Hill, a Notary Public, in and for said county and state, on this 7th day of May, 1924, personally appeared W. C.Lamm, to me known to be the identical person who executed the within and foregoing instrument as Attorney in Fact for EDWIN L. GLUCK, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of Edwin L. Gluck, for the uses and purposes therein set forth.

WITNESS my hand and official seal on the day and year last above written.

My commission expires Dec. 31, 1927 (SEAL) Gretchen H. Hill, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, May 8, 1924 at 10:00 o'clock A. M. in
Book 488, page 1

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

257789 C.J. DECLARATION OF TRUST

COMPARAD

480

()

THIS CONTRACT AND DECLARATION OF TURST, Made and entered into on this the 15th day of June, 1921, A.D., by and between R. V. McMullen, of Eureka, Kansas, H. Ç. Jacobus, of Tulsa, Oklahoma, and H. R. Gruber, of Tulsa, Oklahoma, together with their assigns, hereinafter designated as subscribers, and R. V. McMullen, of Eureka, Kansas, H. C. Jacobus, of Tulsa, Oklahoma, and H. R. Gruber, of Tulsa, Oklahoma, together with their successors, hereinafter designated as Trustees JITNESSETH:

THAT, WHEREAS, the subscribers propose to transfer, assign and deliver to the trustees under the designation of

THE JAHALMAC DRILLING COMPANY

all properties detailed and described as follows, to-wit:

2. strings of standard oil well drilling tools,

1 Parkersburg drilling machine and tools, including
engines, boilers, supplies and all buildings, structures,
machinery and other equipment appropriate and necessary for the
successful operation of the business of oil gas and water well
contracting and drilling

as more fully described in schadule identified by the signatures of the parties hereto in papers properly executed and filed with the trustees; and for the purpose of defining the interests of the parties hereto, the trustees by and through their proper officers are authorized and empowered to issue thirty thousand (30,000) shares, of which none shall be preferred and all common; each share to be negotiable and without par value; the said shares shall be set apert

THE