

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of May, 1925, personally appeared Ella S. Smith 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 voluntary act and deed, for the uses and purposes therein set forth.

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

My commission expires: June 24th, 1925. (Seal) Louis W. Johnson, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, May 12, 1925, at 10:50 o'clock A.M. and recorded in Book 493, Page 525.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

287109 C.M.J.

AGREEMENT.

Smith (Barford Colony)

WHEREAS, under date of July 5, 1921 there was made and entered into by and between Clayburn Inscho and Margaret Inscho, husband and wife, and the Geo. O. Richardson Machinery Company of St. Louis, Missouri, a certain mortgage conveying to the said mortgagee all that certain tract of land situate in the County of Tulsa, State of Oklahoma, described as follows, to-wit:

Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township Nineteen

(19) North, Range Eleven (11) East of the Indian Base and Meridian;

that the said mortgage secures payment of five certain promissory notes, each bearing date of July 1, 1921, in the aggregate principal sum of Fifty-five Hundred Forty-eight Dollars and Fifty Cents (\$5548.50), due and payable as follows:

1st note for \$150.00 payable September 1, 1921

2nd note for \$1699.50 payable September 1, 1921

3rd note for \$150.00 payable September 1, 1922

4th note for \$1699.50 payable September 1, 1922

5th note for \$1849.50, payable September 1, 1923,

each note bearing interest at the rate of ten per cent per annum from date until maturity; that the said mortgage was duly filed for record September 9, 1921 in the office of the County Clerk within and for Tulsa County, Oklahoma and is recorded in book 381 at page 183 of the official records in the office of the said County Clerk; and

WHEREAS, the undersigned is now the present owner and holder of said debt and said above described mortgage securing same; and

WHEREAS, Geo. A. Smith and Ira J. Anderson did, subsequent to the execution of said above described mortgage, acquire by instruments in writing all of the oil and gas rights in and to the above described premises; and

WHEREAS, under date of May 8th, 1925, ^{make} execute and deliver unto the Pulaski Oil Company a certain oil and gas mining lease covering all of the

West Half (W $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35),

Township Nineteen (19) North, Range Eleven (11) East;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) to us in hand paid, the undersigned do hereby consent to the execution of the oil and gas lease and royalty conveyances aforesaid, and further covenant and agree to and with the said Pulaski Oil Company that in the event of the foreclosure of the above described mortgage that the same shall be foreclosed subject to the rights of the lessee of the above described oil and gas mining lease and its assigns, and to the rights of the owners of the oil and gas rights in and to the above described premises; and that any sale thereof in foreclosure proceedings shall be made subject to the rights of the lessee in said above described oil and gas mining lease and its assigns, and to the rights of the owners of the oil and gas rights in

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the said Ira J. Anderson and Geo. A. Smith did