

the production of oil and gas or either, and the storing, handling, transporting and marketing the same as fully in all respects as though party of the second part were the owner in fee simple of said lands to the extent of the interest in the oil and gas rights hereby conveyed and assigned.

Subject, however, to any rights now existing to lessees or their assigns under any valid and subsisting oil and gas leases heretofore executed by the then owner of the fee to said lands; it being understood and agreed that said party of the second part shall have, receive and enjoy like interest in and to all bonuses, rents, royalties and other benefits which may accrue thereunder from and after the date hereof.

Party of the first part, for himself his executors, administrators, heirs and assigns, hereby warrants and covenants to defend the title to the estate, rights and privileges hereby conveyed and assigned; and covenants and agrees to and with party of the second part that said land described and said rights and privileges conveyed and assigned are free from liens and incumbrances of every kind except Mortgage of \$600.00 dated Aug. 12th, 1921, to Security State Bank of Keifer Okla. and oil and gas lease to J. B. Brown, dated April, 1922, for three years.

Party of the first part further agrees to execute such further assurances as may be requisite for the full and complete enjoyment of the rights herein granted and likewise agrees that party of the second part, his executors, administrators, heirs and assigns shall have the right at any time to redeem for party of the first part, his heirs and assigns, by payment, any mortgage, taxes, or other liens on the above land, in event of default of payment by party of the first part and be subrogated to the rights of the holder thereof.

TO HAVE AND TO HOLD said rights, privileges and property unto said party of the second part, his executors, administrators, heirs and assigns, forever free, clear and discharged of and from all former grants, taxes, judgments, mortgages, and other liens and incumbrances, except as above stated.

Signed and delivered this 2nd day of Sept, 1924.

Ira Anderson

STATE OF OKLAHOMA, CREEK COUNTY, SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of Sept 1924, personally appeared Ira Anderson, 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 date above written.

My Commission expires March 11th 1928 (SEAL) Margaret Kelly, Notary Public
Filed for record in Tulsa County, Tulsa Oklahoma, Sep 15, 1924 at 2:30 o'clock P. M. in Book 494, page 440

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

267429 C.J.

MORTGAGE

TREASURER'S ENDORSEMENT

I hereby certify that I received \$4.25 and issued by and between Emily M. Hardy and Dana F. Hardy, her husband of Tulsa County, State of Oklahoma, parties of the first part and THE PONCA CITY BUILDING AND LOAN COMPANY, of Ponca City, Oklahoma, a corporation organized and doing business under the laws of the State of Oklahoma, party of the second part.

Presided by 16523
Dated this 15th day of Sept 1924
W. W. [Signature]
Deputy

THIS MORTGAGE, made this the 8th day of September, 1924, by and between Emily M. Hardy and Dana F. Hardy, her husband of Tulsa County, State of Oklahoma, parties of the first part and THE PONCA CITY BUILDING AND LOAN COMPANY, of Ponca City, Oklahoma, a corporation organized and doing business under the laws of the State of Oklahoma, party of the second part.

WITNESSETH, That parties of the first part do hereby mortgage to party of the second part, its successors and assigns, the following described real estate located in Tulsa County