

16. Lessee may at any time surrender this lease by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county.

17. It is agreed that this lease shall never be forfeited or cancelled for failure to perform in whole or in part any of its implied covenants, conditions, or stipulations until it shall have first been finally judicially determined that such failure exists, and after such final determination, lessee is given a reasonable time therefrom to comply with any such covenants, conditions, or stipulations.

18. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

IN WITNESS WHEREOF, We sign the day and year first above written.

STATE OF OKLAHOMA,
COUNTY OF TULSA.

SS.

H. H. McFann

Letha A. McFann.

Before me, the undersigned, a Notary Public in and for said County and State, on this 10th day of November, 1924, personally appeared H. H. McFann and Letha A. McFann his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF I have hereunto set my hand and affixed my notarial seal the day and year last above written. My commission expires May 3, 1927. (Seal) R. E. Bailey, Notary Public.
Filed for record in Tulsa County, Tulsa, Oklahoma on Nov. 12th, 1924 at 1: 00 P. M. o'clock recorded in Book 499, page 186.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

271756-GW.

MORTGAGE OF REAL ESTATE

TREASURER'S ENDORSEMENT
I hereby certify that I received \$112 and issued Receipt No. 17315 therefor in payment of mortgage tax on the within mortgage.

Dated this 12 day of Nov 1924
W. W. Stuckey, County Treasurer
J. B. Deputy

THIS INDENTURE Made this 10th day of November A. D. 1924, between Albert E. Haddock and Emma Haddock, his wife and Hubert E. Stewart and Flora Stewart, his wife of Tulsa County, in the State of Oklahoma, of the first part, and J. W. Newland of Tulsa County, in the State of Oklahoma, of the second part;

WITNESSETH, The said parties of the first part, in consideration of the sum of Five hundred eighty-eight and 15/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part his heirs and assigns, the following described REAL ESTATE situated in Tulsa County, and State of Oklahoma, to-wit: The south-half of the south-west quarter of the south-west quarter of Section five (5), township twenty-two (22), North, Range fourteen (14), East, containing 20 acres more or less. Also the SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 6, Township 22 N., Range 14 E, containing 40 acres more or less.

TO HAVE AND TO HOLD THE SAME, unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas said Mortgagors have this day executed and delivered one certain promissory note in writing to said party of the second part, described as follows: One note for the sum of \$588.15, of even date and bearing 10% interest from date, due and payable Nov 10th, 1925.

This mortgage given subject to prior mortgages of \$400.00 on above described land in Section five (5) and \$600.00 on above described land in Section Six (6).