

No well shall be drilled nearer than two hundred feet to the house or barn on said premises. Second party shall pay for damage caused by said operations to growing crops and improvements on said lands.

The party of the second part shall have the right at any time to remove all machinery and fixtures placed on said premises, including the right to draw and remove casing.

All covenants and agreements herein set forth between the parties heretofore shall extend to their successors, heirs, executors, administrators and assigns.

WITNESS the following signatures and seals:

WITNESS: D. Edgar Sullivan Webster C. Baker (SEAL)
Elma Baker (SEAL)
F. A. Gillespie

STATE OF OKLAHOMA, ROGERS COUNTY. SS.

BE IT REMEMBERED, That before me, Thomas D. Taylor/ a Notary Public, within and for the County and State aforesaid/ on this --- day of February, 1909, personally appeared Webster C. Baker, and Elma Baker, his wife, to me known to be the identical persons who executed the within and foregoing instrument and such persons 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 TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, this 8 day of February, 1909.

Thomas D. Taylor, Notary Public.

(SEAL) My com. exp. Sep. 5th, 1910.

Filed for record at Tulsa, Okla. Feb. 15, 1909. at 11.15 A. M.

H. C. Walkley, Register of Deeds (SEAL)

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COMPARED

MORTGAGE OF REAL ESTATE.

THIS INDENTURE, Made this 13th, day of February, A. D., 1909, between French C. Smith and Mamie Smith, his wife, of Tulsa County, of the State of Oklahoma, parties of the first part, and Union Trust Company, a corporation of the State of Oklahoma, of Tulsa, Oklahoma, party of the second part.

WITNESSETH, That the said parties of the first part in consideration of the sum of One Hundred Fifteen no/100 Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all the following described real estate, situated in the County of Tulsa, State of Oklahoma, to-wit:

That part of Lot Five (5) in Block Forty Seven (47) in the town of Tulsa, Oklahoma, described as follows: Beginning at a point 115 feet East of the South west corner of said lot 5 in Block 47 running thence 100 feet North, on a line parallel with Greenwood street; thence 25 feet East on a line parallel with North First Street; thence 100 feet south to First Street thence West 25 feet to the point of beginning.

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever.

This conveyance is intended as a mortgage to secure the payment of one promissory note of even date herewith. One for \$115.00 due June 13th, 1909, made to Union Trust Company, or order payable at its offices in Tulsa Oklahoma, with ten per cent per annum, from maturity, and ten

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.
Signed and acknowledged before me, Feb 13-1909
Notary Public
French C. Smith
Mamie Smith
Union Trust Co.