

said indebtedness, or failure of said firstparty to fulfill any of the stipulations and agreements herein contained, said party of the second part, his heirs or assigns, agents or attorneys, are hereby authorized and empowered to declare the whole indebtedness hereby secured at once due and payable, to take charge of said property on demand without process of law, and proceed with the foreclosure of this instrument as provided by law.

IN TESTIMONY WHEREOF, the parties of the firstpart have hereunto subscribed their names the day and year first above written.

E. R. Barrett

MAUD/S. Barrett

STATE OF OKLAHOMA, )  
                              : SS.  
COUNTY OF TULSA:SS: )

Before me, the undersigned, a Notary Public in and for said County and State on this 18th day of February, 1909, personally appeared E. R. Barrett and Maud S. Barrett, 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.

Sam'l P. McBarney, Notary Public.

(SEAL) My commission expires June 11, 1910.

Filed for record at Tulsa, Okla. Feb. 18, 1909. at 9.45 A. M.

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

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#### OIL AND GAS LEASE.

IN CONSIDERATION OF THE SUM OF ONE HUNDRED DOLLARS, the receipt and payment of which is hereby acknowledged by the first party Tuxie Roach, party of the first part, hereby grants and conveys unto G. C. Reed, party of the second party all the oil and gas in and under the premises hereinafter described, together with said premises for the purpose and with the exclusive right to enter thereon at all times, by himself, agents, assigns or employees, to drill and operate wells for oil, gas and water and to erect, maintain and occupy, repair and remove all buildings, telephone poles and wires, structures, pipelines, machinery and appliances that second party may deem necessary, convenient or expedient to the production of oil, gas and water thereon, and the transportation of oil, gas and water, upon and over said premises and the highways along the same, except, that first party shall have the full 1/8 part of all oil produced and saved on the premises, and first party agrees to accept said share of said oil as full compensation for all the products of each well in which oil is found. Said real estate and premises are located in County of Tulsa and described as follows, to-wit:

SW $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec. 15-T.20 N. R. 13. Tulsa County State of Oklahoma, containing 40 acres more or less, hereby releasing and waiving all right under and by virtue of the homestead exemption laws of this state.

TO HAVE AND TO HOLD SAID PREMISES for said purposes for the term of 5 years from this date, and so long thereafter as oil or gas is produced thereon.

It is agreed that while the product of each well <sup>in which</sup> ~~where~~ gas only is found shall be marketed from said premises, the second party will pay to the first party therefor at the rate of One Hundred Dollars per annum, and give the first party free gas at the well for one dwelling house during the same time on the premises. First party to make own connections, at well at his risk and expense.