

Sixth:- It is further expressly agreed by and between the parties hereto that no drilling shall be commenced upon said land for oil or gas or any stripping or mining be commenced on any part of said land to obtain coal, stone or other minerals or substances of any character whatsoever without the written consent of said second party having first been secured to commence said drilling operations, mining or stripping operations ^{that} and in the event drilling for oil or gas or mining for stripping for coal, stone or other minerals or substances of any character whatsoever shall be commenced on said land without having first obtained the written consent of said second party as aforesaid, such drilling, mining or stripping shall operate to make the debt which this mortgage secures to immediately become due and payable at the option of said second party and this mortgage may be foreclosed accordingly.

Seventh:- Said parties of the first part hereby agree that, in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of One Hundred Fifty Dollars, which this mortgage also secures, and they do hereby expressly waive appraisalment of the said real estate. The foregoing conditions being performed, this conveyance to be void otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe their names and affix their seals on the day and year first above mentioned.

Executed and delivered in the presence of: James D. Ward. (SEAL)
Eva Ward (SEAL)

STATE OF OKLAHOMA,)
) SS.
COUNTY OF ROGERS.)

Before me, J. M. Middleton, a Notary Public, in and for said County and State, on this 4th, day of January, A. D., 1909, personally appeared James D. Ward and Eva Ward, 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.

WITNESS my hand and official seal.

J. H. Middleton, Notary Public.

(SEAL) My commission expires Nov. 23, 1912.

FILED FOR RECORD JAN/ 5, 1909, at 3.30 P. M. H. C. Walkley, Register of Deeds (SEAL)

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LEASE FOR TANK PURPOSES.

THIS AGREEMENT, made and entered into this 22nd, day of December, 1908, by and between W. T. Brady, guardian of Henry T. Brady, a minor of Tulsa, Oklahoma, party of the first part and Highland Oil Company, of Tulsa, Oklahoma, party of the second part.

WITNESSETH: That the said party of the first part, in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the party of the second part, hereby demise and lease to and unto the said party of the second part, its successors and assigns, for the purpose of erecting, maintaining and operating iron and wooden tanks for the keeping, storing and selling of oil, together with such ^{and pipe} pipelines and other equipment as the party of the second part may consider necessary for the piping of oil to and from such tanks the following premises situate, lying and being in Tulsa County, Oklahoma, described as follows, to wit:

SE/4 of SE/4 of N.E/4 of Section 25, Township 20 North, Range 12 East, containing 10 acres more or less.

TO HAVE AND TO HOLD the said above described premises unto the said party of the second part, its successors and assigns, for a term of years ending with the minority of the ward,