

the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal, this 13th, day of April, A. D., 1909.

Albert C. Allen, Notary Public seal.

(SEAL) My commission expires April 16th, 1911.

Filed for record at Tulsa, Okla., Apr. 19, 1909. at 9.50 o'clock A. M.

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

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SALE OF ROYALTY INTEREST

THIS INDENTURE, Made this 25th day of March A.D. 1909, by and between Michael J. Delaney and Mary E. Delaney, his wife, parties of the first part, and J. E. Crosbie, party of the second part.

WITNESSETH: That whereas the said Michael J. Delaney is the owner of an undivided Five sixths ($5\frac{5}{6}$) of the working interest of an oil and gas mining lease, which said oil and gas lease is on the basis of One-tenth ($1/100$) royalty to the owner in Fee Simple of said premises in Creek County, Oklahoma, to-wit:

The SE/4 of SW/4 and Lot Four (4) in the SW/4 of Section 16, Township 18, Range 12 East NOW, THEREFORE, The said parties of the first part, in consideration of the sum of Six Thousand Dollars (\$6,000.00) the receipt of which is hereby acknowledged, do, by these presents, grant, bargain, sell and convey unto the said party of the second part, J. E. Crosbie his heirs and assigns, all the right, title, interest and estate as hereinabove set forth, in and to said oil and gas lease on the premises above described, together with and including all machinery, material, appliances and oil situated on said premises or belonging to said first party.

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.

PROVIDED, ALWAYS, and these presents are, upon this express condition, that whereas, said first parties have this day executed and delivered to second party, one certain promissory note in writing, described as follows, to-wit:

\$6000.00

Tulsa, Oklahoma, March 25, 1909.

Ninety days after date, for value received, we, or either of us, as principals, promise to pay to the order of J. E. Crosbie, Six Thousand Dollars, at The Central National Bank of Tulsa, Oklahoma, with interest at ten percent. per annum, after maturity until paid. The principals, sureties, and endorsers hereon, severally waive protest, demand and notice of non-payment and hereby agree that this note may be extended from time to time without notice, and without impairment or any obligations upon the part of any surety, grantor or endorser hereon. If default is made, we agree to pay a reasonable attorney fee for collection hereof.

(Signed) M. J. Delaney

(Signed) L. H. McClurg

(Signed) A. B. Reese.

Now, if the said parties of the first part, or said parties on said note, shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money