

8. It is expressly agreed and understood that the party of the second part shall have the right to pay and discharge at his option any and all liens or incumbrances upon said property prior or superior to this mortgage debt, and upon paying and discharging such lien or incumbrance the party of the second part shall be entitled to recover the same with interest at 10 per cent upon the amount so paid, from the party of the first part and said sum shall be and become a part of the mortgaged debt secured by these notes and may be recovered in the foreclosure thereof at the option of the party of the second part.

IN WITNESS WHEREOF the said party of the first part has hereunto subscribed his name
on the day and year first above written.

Executed and Delivered in the presence of Guy D. McKenzie.

of:.....

[illegible]

Before me, E. A. Robinson, a Notary Public in and for said County and State, on this 30th day of September 1909, personally appeared Guy D. McKenzie, a single man, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal on the date last above written.

E. A. Robinson, Notary Public.

(SEAL) My commission expires Jan. 18, 1912.

Filed for record at Tulsa, Okla., Sep. 30, 1909, at 12 o'clock M.

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

COMPARED

RIGHT - OF - WAY.

FOR AND IN CONSIDERATION OF TEN & 10/100 DOLLARS to him in hand paid, receipt of which is hereby acknowledged R. N. Eggleston do hereby grant to the Oklahoma Galbreath gas Company, a corporation, its successors and assigns, the right of way to lay, maintain, operate, relay and remove pipe lines for the transportation of gas, and erect maintain, operate and remove telegraph or telephone lines if the same shall be found necessary, on/ over and through certain lands situate in ---- County State of Oklahoma, described as follows:

West Half of So. East Section 28, Township 19, Range 12 East, with ingress and egress to and from the same.

The said grantor heirs or assigns, to fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Galbreath Gas Company, and it is hereby further agreed that the above payment is in full of all damages for the constructing, maintaining and operating, relaying and removing the said pipe lines.

And the said Galbreath Gas Company, its successors and assigns, may at any time lay an additional line of pipe alongside of the first line as herein provided, upon the payment of a like consideration and subject to the same conditions.