

Then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable, and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$50.00 Attorney fee, all costs of suit, which sum shall be and become an additional lien and be secured by the lien of this mortgage, and said parties of the first part hereby expressly waive an appraisal of said real estate and all benefits of the Homestead Exemption and stay laws of the State of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the said parties of the first part shall at all times keep the buildings on said premises insured against loss of damage by fire or tornado in a sum not less than \$300.00 loss, if any, payable to the said party of the second part as his interest may appear.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals, the day and year above written.

Signed and Delivered in the Presence of:

Charles Timerman

Lydia E. Timerman

STATE OF OKLAHOMA, COUNTY OF CREEK, SS:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 15th, day of September 1909, personally appeared Charles Timerman and Lydia E. Timerman, to me known to be the identical person 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, the day and year above set forth.

George A. Smith, Notary Public.

(SEAL) My commission expires April 5, 1910.

Filed for record at Tulsa, Okla., Sep. 22, 1909, at 10.35 o'clock A. M.

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

COMPARED

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OIL AND GAS LEASE.

UNITED STATES OF AMERICA, )  
STATE OF OKLAHOMA, : SS.  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the sum of One (\$1.00) Dollars this day paid by the second party, the receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter contained Charles Timerman and wife, Lydia E. Timerman, of Bixby, Oklahoma, parties of the first part do, hereby grant, demise and let unto F. S. Lozier of Kiefer, Oklahoma, party of the second part, his heirs and assigns for a period of Fifteen (15) years and as long thereafter as oil or gas may be produced in paying quantities, all the oil and gas in and under the hereinafter described land, together with the right to enter upon said premises at all times for the purpose of drilling and operating for oil and gas and water, and to erect, maintain and remove all buildings, structures, pipe lines and machinery necessary for the production and transportation of oil and gas and water, provided, the parties of the first part shall have the