

of any judgement rendered or amount found due upon the foreclosure of this mortgage.

The foregoing covenants and conditions being kept and performed, this conveyance shall be void; otherwise of full force and virtue.

TENTH: In construing this instrument the words "first party" wherever used shall be held to mean the persons named in the preamble as parties of the first part, jointly and severally.

It is expressly stipulated that, upon default herein, suit to foreclose this mortgage may be brought in any court where the said real estate is situated, regardless of residence of mortgagors, or either of them, and all objections of venue of such suit are hereby expressly waived.

First party agrees to pay for fees for recording the release of this mortgage.

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

Signed and delivered in the presence of:

Ada Jones

Cilla Anderson (SEAL)

B. L. Baldwin

William Anderson (SEAL)

STATE OF OKLAHOMA, )  
                                  : SS.  
C R E E K COUNTY. )

BEFORE ME, Ada Jones, a Notary Public, in and for said County and State, on this 19<sup>th</sup> day of August, 1909, personally appeared Cilla Anderson, and William Anderson, Wife and Husband, 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, the day and year last above written.

Ada Jones,

(SEAL) My commission expires June 10<sup>th</sup> 1912. Notary Public.

Filed for record at Tulsa, Okla., Aug. 31, 1909, at 10.50 o'clock A. M.

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

#### ASSIGNMENT OF OIL & GAS LEASE.

THIS CONTRACT, made and entered into on this 31st day of August A. D. 1909, at Tulsa, Oklahoma, by and between Edward Yoder, party of the First part and Frank Taylor, party of the second part, WITNESSETH AS FOLLOWS:

That the party of the first part, for and in consideration of Thirty and no/100 Dollars (\$30.00) to him in hand paid by the party of the second part, receipt of which is hereby acknowledged, and in further consideration of the obligations hereby assumed by second party, has assigned and by these presents does hereby grant, transfer and assign to the party of the second part, (an undivided one half interest in and to all rights, title and interest owned and held by said first party, under and by virtue of a certain lease executed on the 19th, day of August A. D. 1909, wherein Sarah Nalls and Anthony Nalls her husband, are lessors and the party of the first part hereto is the lessee, which lease conveys, for oil and gas mining purposes, for a term of five years, from its date and as much longer thereafter as oil or gas is produced in paying quantities, the following described premises, to-wit: