

that said first parties agree to keep all improvements in good repair and not to commit waste or allow waste to be committed on the premises.

IT IS FURTHER EXPRESSLY AGREES by and between the parties hereto, that if any default be made in the payment of the principal and interest, taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum with interest shall be due and payable, and this mortgage may be foreclosed, and said second party shall be entitled to the immediate possession of the premises and all the rents and profits thereof.

Said first parties hereby agree that in event action is brought to foreclose this mortgage, that they will pay a reasonable attorney's fee of Thirty Six Dollars (\$36.00), which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate, and all benefit of the homestead, exemption and stay laws of the State of Oklahoma.

Dated at Tulsa, Oklahoma, this 1st, day of September, 1909.

Hoyt F. White

Mabel White.

STATE OF OKLAHOMA,)
 : SS.
T U L S A COUNTY.)

BEFORE ME, Frank S. Foster, a Notary Public, in and for said County and State, on this 1st, day of September, 1909, personally appeared Hoyt F. White and Mabel White, 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, the day and year above set forth.

Frank S. Foster,

(SEAL) My commission expires December 16, 1911.

Notary Public.

Filed for record at Tulsa, Okla., Sep. 2, 1909, at 9.50 o'clock A. M.

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

ASSIGNMENT OF OIL AND GAS LEASE.

WHEREAS, the M. M. & R. Company, a corporation, of Tulsa, is the owner of Two (2) certain oil and gas leases hereinafter described.

And Whereas, the Okla Oil Company, a corporation desires to purchase the said leases.

NOW, THEREFORE, In consideration of the sum of \$8,000.00, payable as hereinafter stated, the said M. M. & R. Company, does hereby agree to sell, assign, transfer, and set over to the Okla Oil Company Two (2) oil and gas leases, described as follows, to-wit:

An oil and gas lease dated the 5th, day of March 1907, by Ruth B. Evans, lessor, and the M. M. & R. Company, a corporation, lessee upon the following described lands, to-wit:

North West Quarter ($\frac{1}{4}$) of the South East Quarter ($\frac{1}{4}$) of the North East Quarter ($\frac{1}{4}$) of Section Eleven (11), Township Twenty One (21) North, Range Twelve (12) E. I. M., in Tulsa County, State of Oklahoma, said lease having been approved by the Department of the Interior, April 4th, 1908, and having been recorded in the Office of the Register of Deeds of Tulsa County, State of Oklahoma on the 30th, day of June 1908, in record 6, Page 366 of said Office.