

Grantors agree that in case default occurs upon said mortgage indebtedness or any part thereof and suit is instituted to collect the same, they will pay an attorney's fee of ten per cent on the first five hundred dollars, and five per cent on sums above that, to become due immediately upon filing the petition and which attorney's fee may be included in the cause of action and shall be secured by the lien of this mortgage.

Witness their hand this 28th day of November 1909.

H.C. Duncan
her
Jane X Duncan.
Mark

Executed and delivered in
the presence of.

Wm. Querry, to her mark.

G.A. Ward.

State of Oklahoma)

Tulsa County I S.S.

Before me (the undersigned) a Notary Public in and for said County and State on this 30th day of Nov. 1909 personally appeared H.C. Duncan and Jane Duncan 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.

(seal)

Wm. Querry, Notary Public.

My commission expires 11/22/1911.

Filed for record at Tulsa, Okla. Jan. 15 1910 at 10:35 o'clock A.M.

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

Oil and Gas Grant. *Intch (2nd)*

COMPARED

THIS GRANT made this 12th day of January A.D. 1910 *by* and Between Viola C. Pemberton, a single woman of Adair County, of McIntosh State of Oklahoma party of the first part and the Hanna Oil Co. parties of the second part.

WITNESSETH; That the said party of the first part for and in consideration of the sum of One dollar in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the party of the second part, to be paid, kept and performed has granted devised and conveyed and by these presents does grant, demise, and convey unto the second party, their heirs, successors or assigns, for the sole and only purpose of mining thereon to take care of said products, with covenant of general warranty all that certain tract of land situate in the Township of - - - - - County of Tulsa, State of Oklahoma, and described as follows, to-wit:

South west quarter (S.W. $\frac{1}{4}$) of the North west quarter (NW $\frac{1}{4}$) of Sec. 16 Town. 16 N. Range 13 E. containing 40 acres more or less, hereby releasing and waiving all rights under and by virtue of the Homestead Exemption Laws of this State.

It is agreed that this grant shall remain in force for the term of ten years from this date, and as long thereafter as oil or gas or either of them is produced therefrom by the party of the second part, their successors or assigns. And said first party also consents to second party's