

PROVIDED, ALWAYS, and these presents are upon this express condition, that whereas said Gertrude E. Schaff and C. B. Schaff have this day executed and delivered One certain promissory note in writing to said party of the second part, described as follows:

Note for \$1000.00 Dated Holdenville Oklahoma March 21, 1910 and due June 1, ¹⁹¹⁰ with interest at 10% from date.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum of sums of money, or any part thereof, or any interest thereon is not paid when the same is due, and if the taxes and assessments of every nature, which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and interest thereon, shall then become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

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

Gertrude E. Schaff

C. B. Schaff.

STATE OF OKLAHOMA,)
TULSA COUNTY.) SS.

"BEFORE ME, a Notary Public in and for said County and State, on the 23rd day of March, 1910 personally appeared Gertrude E. Schaff and C. H. Schaff, 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 date above written.

A. B. Davis, Notary Public.

(Seal)

My commission expires November 26th, 1911.

Filed for record at Tulsa, Okla. Mar. 25, 1910 at 8 o'clock A. M.

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

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COMPARED

OIL AND GAS LEASE.

THIS AGREEMENT, made in duplicate this 24th day of March A. D. 1910 by and between Frank Futrell, legally qualified and acting Guardian of Jimmie Futrell a minor of the first part, and John D. Wynn of the second part,

WITNESSETH, That the said party of the first part, for Fifty (\$50.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, and in further consideration of the rents, covenants and agreements hereinafter mentioned, has granted, demised and let unto the party of second part, their heirs, successors and assigns all the oil and gas in and under that certain tract of land hereinafter described, and also all the said tract of land for the purpose and with the exclusive right of drilling and operating for said oil and gas which said tract of land is situated in Tulsa County, Oklahoma and described as follows, to-wit: