

Fifth:-- Said party of the first part hereby agrees that, in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of One hundred Fifty & no/100 Dollars, which this mortgage also secures, and he does hereby expressly waive appraisalment of the said real estate.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said party of the first part hereunto subscribes her name and affixes her seal on the day and year first above mentioned.

Ella Harner (seal)

Executed and delivered in the presence of

----- (seal)

State of Oklahoma, County of Tulsa, S.S.

Before me, A.E. Bradshaw, a Notary Public in and for said County and State, on ~~the~~ this 6th day of May 1910, personally appeared Ella Harner, a widow, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal.

(seal)

A. E. Bradshaw, Notary Public.

My commission expires September 1st, 1910.

Filed for record at Tulsa, Okla. May 6 1910 at 12 o'clock A.M.

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

LEASE

For and in consideration of One Dollar (\$1.00) received by me from W.E. Hawley of Tulsa, Oklahoma, receipt whereof is hereby acknowledged, and in consideration of the mutual covenants and agreements herein contained I, John O Mitchell, of Tulsa, Oklahoma, do by these presents grant and lease unto said Hawley, his heirs, executors, administrators and assigns, the exclusive right to excavate and haul away any and all merchantable and salable sand and gravel from the premises hereinafter described and known as all the land fronting on the Arkansas River beginning at the South line of the right of way of the St Louis & San Francisco Railroad, thence running along the west bank of the said Arkansas River, on a southerly direction to the north line of the South West Quarter (S.W. 1/4) of the South East Quarter (S.E 1/4) of section Eleven (11) Township Nineteen (19) North of Range Twelve (12) East; said property lying and being East of, and adjoining the plat known as West Tulsa, ^{in Tulsa} County, State of Oklahoma. also Block Two (2) in said West Tulsa.

Granting to said Hawley the right of ingress and egress together with all necessary rights of way across above property for employees and teams and railroad tracks, water and gas lines, and further right to use not to exceed one (1) acre of land lying above high water and adjoining said River, for the purpose of storing materials and the installation of Machinery for use in handling said sand and work. Said acre to be in Block (5) West Tulsa.

The term of this lease shall be for five (5) years from the date hereof, subject to the terms and conditions contained.

In consideration of the rights and privileges herein granted by me to said Hawley as aforesaid, the said Hawley is to pay me a royalty of One (1) cent per cubic yard of sand and gravel excavated and marketed by him from said property

COMPARED