

Settlements to be made Monthly under sworn statements if demanded and payments of royalty to be made to me on the 20th day of each month for sand and gravel marketed the prior Month.

Said Mitchell does not guarantee title to land herein ~~leased~~ but simply intends to lease herein such of above property as may be his by right of ownership.

And has the right to lease the same under the law.

In case the said Hawley shall fail, neglect or refuse to make the payment herein stipulated to be made by him, within ninety days after same are due, then this lease shall be null and void and without effect.

At the termination of this lease by expiration of term or otherwise, the said Hawley shall have the right to remove from property herein leased any and all property belonging to him, provided that all royalties then due from him to me shall have been paid.

Said Hawley shall have thirty (30) days from date thereof to begin operations.

It is understood and agreed that the covenants and agreements herein contained shall run to and shall be invested in the heirs, executors, administrators and assigns of the parties hereto.

Signed this 29th day of June, 1909:

John O. Mitchell

W. E. Hawley.

State of Oklahoma, County of Tulsa S.S.

Before me, Lester Curie a Notary Public in and for said county and state, on this 29th day of June A.D. 1909 personally appeared John O. Mitchell and W.E. Hawley to me known to be the identical persons who executed the above and foregoing lease and they acknowledged to me that they signed the same as their free act and deed, for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

(seal)

Lester Curie Notary Public.

My commission expires June 28th, 1912.

Filed for record at Tulsa, Okla. May 6 1910 at 2 o'clock P.M.

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

ASSIGNMENT OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That I, Eddie J. Clow, of Dawson, Oklahoma, for and in consideration of the sum of \$200.00 to me in hand paid, the receipt of which is hereby acknowledged, do hereby sell, transfer, assign, set over and convey unto James Sharp, his heirs and assigns all my right, title and interest in and to a mortgage dated July 20, 1909 filed for record May 6, 1910, executed by John Pennington and L.B. Pennington, his wife, to me, and covering all of Lots 17, 18, 19, 20, 21 and 22 in block 27 in the town of Dawson, Oklahoma.

In witness whereof, I have hereunto set my hand this 6th day of May, 1910.

Eddie J. Clow (seal)

State of Oklahoma, Tulsa County, S.S.

Before me Arthur Farmer, a Notary Public in and for said county and state on this 6th day of May 1910, personally appeared Eddie Clow, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

(seal)

Arthur Farmer, Notary Public.

My commission expires May 29, 1913.

COMPARED