

contained, then and in that event all of said bond and all of the indebtedness herein described shall become due and payable, and in that event it shall be lawful for the party of the second part or its successors to enter upon, possess hold and enjoy the above granted premises.

And the said parties of the first part for said consideration hereby expressly waive appraisalment of said real estate and all benefit of the Homestead Exemption and Stay laws of the State of Oklahoma, and hereby further agrees to pay the indebtedness hereby secured, and in addition thereto an attorney's fee amounting to ten per cent of the amount due at the time of the foreclosure of this Trust Deed; provided this mortgage is foreclosed by an attorney of record in the State of Oklahoma.

IT IS FURTHER AGREED that all abstracts and muniments of title to said lands shall be retained by the said Colonial Trust Company, its successors and assigns until this Deed of Trust shall be released or foreclosed, and in case of foreclosure hereof the same shall be delivered to the party acquiring title under such foreclosure.

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

Nicholas J. Gubser (seal)

Elsie H. Gubser (seal)

Signed in the presence of:

State of Oklahoma, County of Tulsa SS.

Before me Lucile Chastain a Notary Public in and for said county and state on this 26th day of May 1910, personally appeared Nicholas J. Gubser and Elsie H. Gubser, to me well known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they had executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal as such Notary Public this 26th day of May 1910.

(seal)

Lucile Chastain, Notary Public.

My commission expires January 13, 1914.

Filed for record at Tulsa, Okla May 27 1910 at 10:40 o'clock A.M.

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

State of Oklahoma, County of Tulsa SS. In the county Court.

In the matter of the guardianship of Jessie D. Sunday, a minor, William Sunday, Guardian ) Order.

The matter of the leasing of the lands of the above named ward for oil and gas purposes coming on for hearing on this 26th day of May, 1910, and the court being advised in the premises:

DOES HEREBY ORDER AND PERMIT the said guardian to execute to the Jessie Oil Company, a corporation of Tulsa, Oklahoma, for and in consideration of the sum of \$240.00 cash, \$150. per annum for each gas well from which gas is sold, and an annual rental of \$1.00 per acre, an oil and gas lease upon the allotment of said Jesse D. Sunday, a minor, described as follows, to-wit:

Northeast quarter of the Southeast quarter, and the South Half of the Northwest Quarter of the Southeast Quarter of Section Twelve, Township Twenty North, Range Thirteen East.

And the said Oil and gas lease so executed to the said Jessie Oil Company is hereby