

herein contained, or either or any of them, then, upon the happening of any of the above contingencies, the whole amount herein secured shall become due and payable at once, without notice, if said second party so elect, anything hereinbefore contained or contained in said bond to the contrary thereof in any wise notwithstanding.

AND IT IS FURTHER EXPRESSLY AGREED, That as often as any proceeding is taken to foreclose this mortgage, said first parties shall pay said second party, its successors or assigns, a sum equal to ten per cent of the total amount due on said bond, and this mortgage as attorney's fees for such foreclosure in addition to all other legal costs, and that such attorney's fee shall be a lien upon the land above described and a part of the debt secured by this mortgage. Apprisment of said premises is hereby waived or not at the option of the party of the second part.

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

Mollie L. Rushmore (L.S)

Signed, sealed and delivered in  
the presence of

Pitt M. Rushmore (L.S)

Frank E. Duncan

E.A. Lilly.

State of Oklahoma, County of Tulsa SS.

Before me Virginia Light, a Notary Public in and for said County and State on this 6<sup>th</sup> day of June 1910 personally appeared Mollie L. Rushmore and Pitt M. Rushmore, 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 year last above written.

(seal)

Virginia Light, Notary Public.

My commission expires 9-9-1912.

Filed for record at Tulsa, Okla June 6 1910 at 4:55 o'clock P.M.

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

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Coal Mining Lease.

THIS Indenture made this 26th day of May, 1910, by and between G.P. Hefflefinger, party of the first part, and Canadian Coal Company, party of the second part.

WITNESSETH, Said party of the first part for and in consideration of the covenants and agreements hereinafter contained lets, leases and demises to the party of the second part, for a period of five years, from the date hereon, the following described property to-wit:

Northwest (1/4) Quarter of the Southwest (1/4) Quarter of the Northeast (1/4) quarter of Sec. 34, Township (20) Twenty North, Range 13 East, in Tulsa County, Oklahoma,

all those parcels of land situate, etc., and all coal and clay, and all seams of beds of coal or of fire clay, associated, therewith, situate, lying, and being in or under said pieces of land, with full liberty and power to work, mine, and raise and carry away the coal and clay and other produce of the mines and premises hereby demised, and for such purpose to sink pits and shafts, to drive such levels