

to enforce the payment of such debt by action to foreclose this mortgage the same as if first parties had defaulted in the performance of all the other provisions hereof resting upon them to do.

And the said parties of the first part, for the said consideration do hereby expressly waive appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the state of Oklahoma.

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

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe their names and affix our seals on the day and year first above mentioned. This mortgage is given subject to a 1st mortgage of \$200 due the Bank of Jenks.

J.C. Harper (seal)

M. J. Harper (seal)

State of Oklahoma, County of-----SS.

Before me a Notary Public in and for said county and state, on this 18th day of June A.D. 1910, personally appeared J.C. Harper and M.J. Harper, his wife, 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)

Laura Richardson, Notary Public.

My commission expires October 16, 1913.

Filed for record at Tulsa, Okla June 18 1910 at 11:50 O'clock A.M.

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

#### OIL AND GAS LEASE

AGREEMENT, Made and entered into the 3rd day of June 1910 by and between Charles Inscho, guardian of Ruth Inscho, a minor of Oklahoma City, county of Oklahoma, state of Oklahoma, party of the first part, and Okla Oil Company, a corporation of Tulsa, Oklahoma, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Three Hundred & Twenty dollars to him in hand well and truly paid by the said party of the second part, the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained on the part of the said party of the second part to be paid, kept and performed, has granted, demised, leased and let and by these presents does grant, demise, lease and let unto the said party of the second part its successors and assigns for the sole and only purpose of mining and operating for oil and gas, and of laying pipe lines, and of building tanks, stations and structures thereon to take care of the said products, all that certain tract of land, situate in Tulsa County and State of Oklahoma described as follows, to-wit: The northeast quarter (1/4) of section Thirty four (34) Township Nineteen (19) North, Range eleven (11) East containing 160 acres, more or less, hereby releasing and waiving all right under and by virtue of the homestead exemption laws of this state, reserving however, therefrom Two Hundred feet around the buildings on which no well shall be drilled by either party except by mutual consent.