

And the said first parties hereby promise and agree to and with the said second second party, heirs, administrators, executors and assigns, to pay said principal interest, taxes and other assessments when and as the same shall become due, to maintain the insurance of the buildings as above provided, and to comply faithfully with all the terms and conditions of this mortgage and that, in case any of said taxes or other assessments shall become delinquent, or in case said first parties shall fail to maintain the insurance on said buildings as above provided, the said second party may pay said taxes and assessments and may effect such insurance, and add the amounts so paid, with interest thereon, to the indebtedness hereby secured and recover the same as a part thereof; and that, in case of foreclosure of this mortgage, a reasonable sum \$10.00 & 10% shall be recorded by said second party from said first parties as an attorney's fee, and shall be included in the decree foreclosing this mortgage.

Said first parties hereby waive the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, the said first parties have hereunto set their hands this 1st day of April, 1910.

Julia Fountain,
R. E. Fountain.

A C K N O W L E G M E N T.

STATE OF OKLAHOMA,)
COUNTY OF TULSA.) SS.

Before me, the undersigned, a Notary Public within and for said County and State on this 1st day of April 1910, personally appeared Julia Fountain and R. E. Fountain, her husband to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me thatexecuted the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last written.

Eva Williams, Notary Public.

(Seal)

My commission expires the 18 day of February, 1914.

Filed for record at Tulsa, Okla. Apr. 1, 1910, at 2:55 o'clock P. M.

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

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COMPARED

A G R E E M E N T .

This agreement made and entered into this 1st day of April, 1910 by and between Joseph Bruner party of the first part and E. M. Arnold party of the second part.

WITNESSETH: That for and in consideration of the sum of \$1.00 cash in hand paid, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter set out, the party of the first part hereby sells, transfers, assigns and conveys unto the party of the second part, all his right, title and interest of every kind and nature whatsoever in and to a certain oil and gas mining lease on the following described lands situated in Tulsa County,