

Such deed being recorded June 15, 1906 in Book 14, page 249 of the records at Sapulpa, Ind. Ter.; that he know of his own knowledge that no oil or gas wells have ever been drilled on the above described real estate; and that no rentals have been paid on the oil and gas lease given on said real estate by Legus C. Perryman to Wm. Brennan on Feb. 20, 1905 since June 12, 1906 nor have rentals been paid by anyone whatever for any oil or gas lease on said real estate since said date, June 12 1906.

Samuel Yoder,

Subscribed and sworn to before me this 10th day of August, 1910.

(seal)

E.A. Robinson, Notary Public.

My commission expires Jan. 18, 1912.

Filed for record at Tulsa, Okla Aug. 10, 1910 at 10:35 o'clock A.M.

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

COMPARED

MORTGAGE.

THIS INDENTURE made and entered into the 9th day of August, 1910, by and between C.C. Barry and Sallie W. Barry, his wife, parties of the first part, and T.W. Waring, party of the second part, does

WITNESS That, WHEREAS:

The parties of the first part are justly indebted to the party of the second part in the sum of Two Thousand (\$2000.00) Dollars, evidenced by the promissory note of the parties of the first part of even date herewith bearing interest at the rate of ten (10%) per cent per annum, and due and payable to the order of the parties of the first part one year from date at the Exchange National Bank of Tulsa, Oklahoma; and,

WHEREAS: The parties of the first part are desirous to secure the payment of the said above described note when same falls due;

NOW, THEREFORE, In consideration of the premises, the parties of the first part have this day granted, bargained, sold, aliened and conveyed unto the party of the second part, his heirs and assigns, that certain tract or parcel of land lying, situate and being in the City of Tulsa, Tulsa County, Oklahoma, and more particularly described as follows, to wit: The South thirty seven and one half (37½) feet of the north fifty (50) feet of Lot Two (2) in Block No. 181 of the City of Tulsa, to have and to hold the same unto the party of the second part, his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, in fee simple, absolute, forever.

The above conveyance is, nevertheless, upon the following express condition.

FIRST: That the parties of the first part shall well and truly pay their above described promissory note when the same falls due, together with the interest thereon;

Second: Shall keep the tenements on the above described premises insured in some good and sufficient insurance company in the sum of Two Thousand (\$2000.00) dollars, payable to the party of the second part as his interest may appear;

THIRD: Shall pay all taxes, charges and assessments levied against said above described premises as the same become due.

Then this conveyance shall be and become null and void, and the title hereby conveyed shall revert in the parties of the first part.

It is expressly understood, however, that if default be made in any of the above conditions, the party of the second part may, while said promissory note, or any