

part thereof, remains due and unpaid, enter on said above described premises and proceed to foreclose this mortgage, as is by law provided, and, in event suit is brought to foreclose the same, the parties of the first part hereby agree to pay an attorney's fee of ten (10%) per cent. on the amount of the indebtedness due and unpaid at the time of the commencement of said action.

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

C.C. Barry

Sallie V. Barry

State of Oklahoma, County of Tulsa, SS.

Before me, J. H. Yust, a notary public in and for said county and state, on this the 9th day of August, 1910, personally appeared C.C. Barry and Sallie V. Barry, to me known to be the identical persons who executed the within and foregoing instrument, and each acknowledged to me that they executed 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 above written.

(seal)

J.H. Yust, Notary Public.

My commission expires Feby. 8th, 1912.

Filed for record at Tulsa, Okla Aug. 10, 1910 at 1:55 o'clock P.M.

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

COMPARED

COMMERCIAL LEASE----OIL AND GAS.

THIS LEASE, Made this 8th day of August A.D. 1910 by and between Lillie A. Robertson and C.W. Robertson, her husband of Tulsa, Okla. of the first part, and J.R. Hull and A. B. Reese, of Tulsa of the second part.

WITNESSETH, that the said party of the first part, in consideration of \$500.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents and covenants hereinafter contained, on the part of the said party of the second part their heirs, executors, administrators, successors and assigns, to be paid, kept and performed, have granted, demised, and let unto the said party of the second part, their heirs, executors, administrators, successors and assigns for the sole and only purpose of drilling and operating for Petroleum Oil and Gas for the term of five years or as long thereafter as oil or gas is found in paying quantities, all that certain tract of land situated in Tulsa County, State of Oklahoma, and particularly described as follows, subject to the restrictions hereinafter contained. SW/4 of SE4 and E1/2 of SE4 (excepting the SE4 of SE4 of SE4 of Sec. 14, Tp. 20 R. 12) of Sec. Fourteen (14) Tp. 20N. R. 12 East containing 100 acres,

The said second party hereby agrees, in consideration of the said lease of the above described premises, to give said first parties 1/8 royalty share of all the oil or mineral produced and saved from said premises, except that used for operating purposes on the premises, delivered in tanks or pipe lines to the credit of first parties. It is further agreed that if gas alone is obtained in paying quantities and utilized off the premises, the consideration in full to the part-- of the first part shall be the free use thereof for own domestic use on the premises, and the sum of Two Hundred & Fifty \$250 dollars per annum for each and every gas well drilled on the premises herein described, and while gas is piped from the same off the premises; payable in ninety days after the pipe line is laid. The said second party agrees not to