

same, then this mortgage shall be wholly discharged and void, and other wise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums, and the interest thereon, shall then become due and payable and said party of the second part shall be entitled to possession of said premises. And said parties of the first part for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the state of Oklahoma.

In witness whereof the said parties of the first part have hereunto set their hands the day and year first above written.

Samuel F. Darr

Edna E. Darr

State of Missouri, County of Marion, SS.

On this 11th day of August, 1910 personally appeared before me, Samuel F. Darr and Edna E. Darr, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

In Testimony whereof I have hereunto set my hand and affixed my official seal at my office in Hannibal Mo. the day and year first written above.

My term of office as Notary Public will expire Sept. 28, 1911.

(seal)

Robert N. Gilbert, Notary Public.

Filed for record at Tulsa, Okla Aug. 17, 1910 at 3:10 O'clock P.M.

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

COMPARED

OIL AND GAS LEASE.

THIS AGREEMENT, Made this 7th day of July A.D. 1910 between F. B. Summers R. T. Shearer and W.T. Hicks of Sapulpa, Okla. lessors and P.B. Flynn & M.T. Self Lessee-.

Witnesseth, that the lessors in consideration of One Dollar the receipt of which is hereby acknowledged and of the covenants and agreements hereinafter contained, does hereby demise and grant unto the lessees their heirs, successors and assigns all the oil and gas in and under the following described tract of land, and also said tract of land for the purpose and with the exclusive right of operating thereon for said oil and gas, together with the right of way, the exclusive right to lay pipe over and upon, to erect and maintain all machinery, buildings, tanks, etc. necessary or required in the operation for oil and gas, and also the right to remove at any time all property placed thereon by the lessees which tract of land is situated in the township of---County of Tulsa, State of Oklahoma to-wit: The south west quarter of the Southwest quarter of Section One Township Seventeen North Range Twelve east (SW 1/4) of (SW 1/4) of (Sec. one) (Twp. 17) (R. 12) containing in all forty acres, more or less.

TO HAVE AND TO HOLD the same unto the lessees their heirs, successors and assigns for the term and period of four months or too the compliance of contract here in after contained from the date hereof, and as much longer as oil or gas is found in paying quantities thereon, yielding and paying the lessors the equal one eighth