

of any covenant or condition herein the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by receiver or otherwise.

Fifth: It is hereby further agreed and understood that this mortgage secured the payment of the principal note and interest notes herein described, and all renewals principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

Sixth: Said parties of the first part hereby agree that, in the event action is brought to foreclose this mortgage they will pay a reasonable attorney's fee of Three Hundred and no/100 dollars, which this mortgage also secures, and they do hereby expressly waive appraisalment of the said real estate.

The foregoing conditions being performed, this conveyance is to be void, otherwise of full force and virtue.

IN TESTIMONY WHEREOF, the said parties of the first part hereunto subscribe their names and affix their seals on the day and year first above mentioned.

W.A. Porter (seal)

Executed and delivered in the presence of.

Mildred M. Porter (seal)

*State of Oklahoma Muskogee County S.D.*  
Before me, Jay P. Farnsworth,

a notary public in and for said county and state on this 6th day of June, 1910, personally appeared W.A. Porter and Mildred M. Porter, 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.

(seal)

Jay P. Farnsworth, Notary public.

My commission expires September 3, 1912.

Filed for record at Tulsa, Okla Jul 8 1910 at 10:35 o'clock A.M.

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

COMPARED

#### OIL AND GAS LEASE.

THIS LEASE, made this seventh day of July A.D. 1910, by and between John F. Weer and Elizabeth E. Weer, his wife of Weer, Oklahoma, of the first part, and W.J. Fraley, of Tulsa, Oklahoma of the second part.

WITNESSETH, that the said party of the first part, in consideration of \$320.00 in hand paid, the receipt of which is hereby acknowledged, and the stipulations, rents, and covenants herein after contained, on the part of the said party of the second part, his heirs, executors, administrators, successors and assigns, to be paid, kept and performed, has granted, demised, and let unto the said party of the second part, his 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 ten years, or as long thereafter as Oil or gas is found in paying quantities, all that certain tract of land, situated in the County of Tulsa, State of Oklahoma, and particularly described as follows, to-wit:

East 1/2 of N.E 1/4 and N.W. 1/4 of N.E 1/4 of Section 28, Township 18 Range 13 and S.E. 1/4 of S.W. 1/4 of section 22, Township 18 Range 13, containing 160 acres, more or less; excepting and reserving therefrom ---feet around the