

loss if any, payable to G. J. Meacham as the interest may appear; and said policies shall be held by said mortgagee, or the legal holder of said note, as collateral or additional security for the payment of said note, and further agrees to keep in good repair all buildings, fences and other improvements; and in event action is brought to foreclose this mortgage, or recover the insurance or taxes paid by the mortgagee, an attorney fee of \$25.00 and all costs of suit and all insurance premiums or taxes so paid shall be added, which sums shall be and become an additional lien and be secured by lien of this mortgage, and upon the bringing of any such action the court, or Judge, shall upon motion of the mortgagee herein or his assigns, without further notice to said mortgagors or the owners of the premises described herein, appoint a receiver to take charge of said premises and collect the rents, revenues and profits thereof, said parties of the first part hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the state of Oklahoma.

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

In presence of

Sarah E. Morrison

W. N. Morrison.

State of Oklahoma, Tulsa County, SS.

Before me/ M. Ione Barr a notary public in and for said county and state on this 9th day of Jan 1911, personally appeared Sarah E. Morrison and W. N. Morrison, to me known to be the identical person 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 use and purpose therein set forth.

Witness my hand and notarial seal the day and year above set forth.

(SEAL)

M. Ione Barr, notary public.

My commission expires March 9, 1913.

Filed for record at Tulsa, Okla., Jan 9, 1911, at 2:50 P. M.

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

COMPARED

OIL AND GAS LEASE.

In consideration of the sum of One Dollar and the covenants and agreements hereinafter contained Frank Barnes of Bristow, Okla. first party hereby grant and convey unto C. L. Freeland of Bristow Okla., ^{Okla.} second party, heirs or assigns, all the oil and gas in and under the following described premises, together with the exclusive right to enter thereon at all times for the purpose of drilling or operating for oil gas or water, to erect, maintain and remove all buildings, structures, pipes, pipe lines and machinery necessary for the production storage and transportation of oil, gas or water, Provided, that the first party shall have the right to use said premises for farming purposes (except such part as is actually occupied by second party, namely: A lot of landsituate in the township of _____, County of Tulsa in the state of Oklahoma and is described as follows, to-wit: The north $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and south $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of section 35, township 19 north, range 12 east. containing in all (40) forty acres, more or less.

The above grant is made upon the following terms:

1. Second party agrees to drill a well upon said premises within (12) months from this date, or thereafter pay to the first party a yearly rental of Forty (\$40.00) Dollars until said well is drilled; such rental, when due shall be deposited in Farmers State Bank, at Bristow, Oklahoma, Should second party fail to make such deposit or pay