

Per annum, and which shall become a lien on said Premises from date of advancement of same; second, to pay all sums of money due and payable upon the said first mortgage bond secured hereby, with the accrued interest and premium and fines thereon and third the overplus, if any, to be paid to the Party of the first Part, their legal representatives or assigns.

But, until default be made in some one or more of the conditions hereof, the Party of the first Part shall be entitled to the use of the income, rents and Profits of said Property.

And the said Party of the first Part, for themselves and their heirs, executors, and administrators and assigns, does hereby covenant and with the said Party of the second Part and its successors or assigns, that said Part of the first Part is lawfully seized of said Premises in fee simple; that said Party of the first Part has good right to grant sell and convey the same, and that said Premises are free and clear of all liens and encumbrances of every kind and nature whatsoever, and that the said Party of the first Part will warrant and defend the same against all claims, liens, clouds and demands, whatsoever.

This mortgage is delivered in the state of Colorado and is to be construed according to its laws, subject to the lawful restrictions of the state of Oklahoma, so far as it relates to or affects the validity of the first mortgage bond secured hereby. All erasures and interlineations appearing in this mortgage were made by consent of the Party of the first Part before the execution hereof.

In witness whereof, the Parties of the first Part have hereunto set their hands and seals the day and year first above written.

Theodore Gamble

Ora M. Gamble

State of Oklahoma, Tulsa county, SS.

Before me, a notary public in and for the said county and state, on this 23d day of January, A. D. 1911, Personally appeared Theodore Gamble and Ora M. Gamble, husband and 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, and for the uses and purposes therein set forth.

My commission expires Jan 13, 1914.

Witness my hand and official seal in said county the day and date first above written.

(SEAL)

Lucile Chastain, notary public.

Filed for record at Tulsa, Okla., Jan 23, 1911, at 1:20 P. M.

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

RELEASE OF OIL AND GAS LEASE.

No. 425.

COMPARED

In consideration of the sum of one & no/100 Dollars, in hand paid by G. T. Braden, the receipt of which is hereby acknowledged the undersigned who are the owner of the land described in that certain lease for oil and gas purposes made by W. M. McCullough and Sadie McCullough, to John C. Smith & W. H. Reese, for Eighty (80) acres of land in section 35, township 18 N, range 13 E, county Tulsa, bearing date the 18th day of June, A. D. 1909, recorded in book 63 at Page 85 hereby cancel and annul said lease by mutual agreement with said G. T. Braden; and the said lessee, and those claiming under same, are hereby released from all claims and payments thereunder forever.

Witness the following signatures and seals this 10th day of May, A. D. 1910.

State of Oklahoma, county of Tulsa, SS.

G. T. Braden.

W. M. McCullough
Sadie M. McCullough