

RELEASE OF AGREEMENT AND MORTGAGE CONTRACT.

Know all men by these presents: that whereas, heretofore, to-wit: on the 29th day of January, A. D. 1910, the Semallen Oil Company, a corporation of Tulsa, Oklahoma, as Party of the first part and as mortgagor, and C. W. Veitch & Company, a co-partnership composed of E. F. Blaise and C. W. Veitch, of Tulsa, Oklahoma, and the Hominy Oil & Gas Company, a corporation, of Tulsa, Oklahoma, and E. F. Blaise and J. B. Taggart, all Parties of the second part and as mortgagees, did make, execute and enter into a certain agreement and mortgage contract affecting lands hereinafter described, said agreement being filed for record on January, 31, 1910, at 4:25 P. M. and recorded in book 74, page 447, in the office of the register of deeds in and for Tulsa county, Oklahoma; and,

Whereas, said agreement recited that said first party had purchased from said second parties certain oil and gas mining leased, together with all tools and machinery, pipe lines, tanks and equipment, located and described; and,

Whereas, said leases were described as follows, to-wit:

Lease dated June 4, 1909, between J. C. Dannenberg and J. B. Taggart, filed for record in the office of the register of deeds in and for Tulsa county, Oklahoma, June 11, 1909, and recorded in record 62, page 435, covering lands in Tulsa county, Oklahoma, to-wit: The southeast quarter of the northwest quarter, and the southeast quarter of the northeast quarter of the northwest quarter of section eighteen (18) township twenty-one (21) north, range thirteen (13) east.

Lease dated May 24, 1909, between Mrs. Della Bitting, heir of Nicholas Bitting, and E. F. Blaise, said lease filed for record in the office of the register of deeds in and for Tulsa county, Oklahoma, May 26, 1909, and recorded in record 62, page 203, and embracing the following lands in Tulsa county, Oklahoma: The west half of the northeast quarter of the northwest quarter and the northeast quarter of the northeast quarter of the northwest quarter of section eighteen (18), township twenty-one (21) north, range thirteen (13) east.

Lease dated May 26, 1909, between S. S. Robinson as guardian of Waneta Bitting, a minor, and E. F. Blaise, same having been authorized and approved by the county court of Tulsa county, Oklahoma, filed for record May 26, 1909, in the office of the register of deeds in and for Tulsa county, Oklahoma, and recorded in book 62, Page 202, embracing land last above described.

Lease dated November, 14, 1905, between William Walker and Marge L. Lockwood, executed in the manner and upon the form prescribed by the secretary of the Interior, and approved by the secretary of the Interior, under date of March 1, 1907, embracing land in Cherokee Nation, Indian Territory, but now in Tulsa county, Oklahoma: Lots one (1), and two (2) of section eighteen (18), township twenty-one (21) north, range thirteen (13) east.

And whereas, in said agreement and mortgage contract, it is provided that the said first Party paid as a consideration for said leases above mentioned and described, the sum of forty thousand (\$40,000.00) Dollars, twenty thousand (\$20,000.00) Dollars of which sum was paid cash in hand by the said Purchaser, the first Party hereto, to the said second Parties, and the remaining (\$20,000.00) was to be paid as follows, to-wit:

One note for \$5,000.00 of even date herewith, with interest at eight per cent from date, due in six months, and one note for \$5,000.00 of even date herewith with interest at eight percent from date, due in twelve months; one note for \$5,000.00 of even date herewith with interest at eight percent from date, due in twelve months: One note for \$2500.00 of even date herewith, with interest at eight percent, due in eighteen months, and one note for \$2500.00 of even date, with interest at eight per cent from date, payable in eighteen months from date.

$\frac{1}{2}$ of oil produced from above described lands shall be run to the credit of the second parties, and sold by them as the times to be indicated by first parties, at rate paid by the Purchaser at the time of sale and the proceeds derived from sale of said $\frac{1}{2}$ of oil produced shall be applied as payments on said promissory notes at times said oil is sold. Payments from oil sales to be made and applied on notes not oftener than once every 30 days and interest to stop on amounts so paid.

And whereas, all of said notes above mentioned and described amounting in all to the sum of \$20,000.00, the same being the unpaid purchase price for said leases, have been